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Hybrid Securities Prospectus

Prospectus for the issue of New Hope Corporation Limited Subordinated Perpetual Step-up Hybrid Securities to raise $250 million with the ability to raise more or less

16 November 2026

Issuer
New Hope Corporation Limited ("NHC")
ABN 38 010 653 844

Arranger
Jarden

Joint Lead Managers
Canaccord Genuity
FIIG Securities
Jarden
Morgans
MST Financial
Ord Minnett
Shaw and Partners

Co-managers
Bell Potter
Taylor Collison

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

You should read this Prospectus in its entirety before deciding whether to subscribe for Hybrid Securities. The Hybrid Securities are complex and are not suitable for all investors. There are risks associated with an investment in the Hybrid Securities offered under this Prospectus. If you do not understand any part of this Prospectus or are in doubt as to what you should do, you should consult your stockbroker, accountant, financial adviser or other qualified professional adviser immediately. If you are a Retail Investor and wish to participate in the Offer, you must seek advice as to whether you are within the target market as set out in the Target Market Determination and if an investment in the Hybrid Securities is suitable for you in light of your particular investment objectives, financial situation and needs. You can only apply for Hybrid Securities if you are within the target market and you have received personal advice from a qualified financial adviser. If you wish to apply for Hybrid Securities, you must contact a Syndicate Broker.

Not for release or distribution outside of Australia.

Important information

ABOUT THIS PROSPECTUS

This Prospectus relates to the offer by New Hope Corporation Limited (ABN 38 010 653 844) ("**NHC**", "**New Hope**", "**Company**" or "**Issuer**") of subordinated perpetual step-up hybrid securities ("**Hybrid Securities**") to raise $250 million with the ability to raise more or less (the "**Offer**").

This Prospectus is issued for the purpose of Part 6D.2 of the Corporations Act 2001 (Cth) ("**Corporations Act**"), and is dated and was lodged with the Australian Securities and Investments Commission ("**ASIC**") on 16 November 2026. This Prospectus expires on the date which is 13 months after 16 November 2026 ("**Expiry Date**") and no Hybrid Securities will be issued on the basis of this Prospectus after the Expiry Date.

None of ASIC, ASX Limited ("**ASX**") or their respective officers take any responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates.

This Prospectus is important and should be read in its entirety. If you do not fully understand this Prospectus or are in any doubt as to how to deal with it, you should consult your professional advisers.

DEFINED WORDS AND EXPRESSIONS

Certain capitalised words and expressions used in this Prospectus have defined meanings which are explained in the Glossary in Appendix B of this Prospectus and in the Terms and Conditions of the Hybrid Securities ("**Hybrid Securities Terms**") as set out in Appendix A. If there is any inconsistency in definitions between Appendix A and Appendix B, the definitions in Appendix A prevail.

Unless otherwise stated or implied, references to times in this Prospectus are to the time in Sydney, New South Wales, Australia and reference to $, A$, dollars and cents is to Australian currency (as applicable).

TARGET MARKET DETERMINATION

The Company has issued a Target Market Determination with respect to the Hybrid Securities which is available at www.newhopegroup.com.au/investors/hybridsecurities/. See Section 6.4.4 for a summary. The Target Market Determination does not form part of this Prospectus.

If you are a Retail Investor and wish to participate in the Offer you can only do so through the Broker Firm Offer. You must seek professional advice as to whether you are within the Target Market of the Hybrid Securities set out in the Target Market Determination and if an investment in the Hybrid Securities is suitable for you in light of your particular investment objectives, financial situation and needs. You can only apply for the Hybrid Securities if you are within the Target Market for the Hybrid Securities and you have received personal advice from a qualified financial adviser. If you wish to apply for the Hybrid Securities, you must contact a Syndicate Broker.

EXPOSURE PERIOD

The Corporations Act prohibits the Company from processing Applications to subscribe for Hybrid Securities under this Prospectus in the seven day period after the date of lodgement of this Prospectus ("**Exposure Period**"). This period may be extended by ASIC by up to a further seven days. This period is to enable this Prospectus to be examined by market participants prior to the raising of funds. If examination results in the identification of certain deficiencies in this Prospectus, any Application may need to be dealt with in accordance with section 724 of the Corporations Act (as modified by *ASIC Corporations (Minimum Subscription and Quotation Conditions) Instrument 2026/87*). Accordingly, no Application will be accepted during the Exposure Period.

STATUS OF THE HYBRID SECURITIES

The Hybrid Securities are unsecured notes for the purposes of section 283BH of the Corporations Act. Hybrid Securities are issued by the Company under the Trust Deed and Holders have no direct right to claim against the Company except as provided in the Trust Deed (which includes the Hybrid Securities Terms).

The investment performance of the Hybrid Securities is not guaranteed by the Company or any other member of the Group (defined below). The risks associated with investing in these securities could result in the loss of your investment. Information about the risks associated with investing in Hybrid Securities is detailed in Section 5.

ROLE OF THE ARRANGER AND JOINT LEAD MANAGERS

Neither the Arranger nor any Joint Lead Managers nor their related bodies corporate, and/or their directors, officers, employees or clients act as the adviser of or owe any fiduciary or other duties to any recipient of this Prospectus in connection with the Hybrid Securities and/or any related transaction (including, without limitation, in respect of the preparation and due execution of the transaction documents and the power, capacity or authorisation of any other party to enter into and execute the transaction documents). No reliance may be placed on the Arranger or any Joint Lead Manager for financial, legal, taxation, accounting or investment advice or recommendations of any sort.

HOW TO ACCESS THIS PROSPECTUS

This Prospectus can be obtained in electronic form at www.newhopegroup.com.au/investors/hybridsecurities/.

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The Company will not be providing paper copies of this Prospectus.

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

APPLICATIONS

Institutional Investors have received an invitation setting out how they can participate in the Institutional Offer. Institutional Investors are required to indicate their interest in the Institutional Offer by executing a binding pre-commitment letter prior to the close of the Institutional Offer.

Applications for the Hybrid Securities under the Broker Firm Offer may only be made on either a printed copy of the Application Form accompanying this Prospectus or via the electronic Application Form that you have received from your Syndicate Broker. By making an Application, you declare that you were given access to this Prospectus, together with an Application Form.

The Corporations Act prohibits any person from passing an Application Form on to another person unless it is attached to, or accompanied by, a printed copy of this Prospectus or the complete and unaltered electronic version of this Prospectus.

See Section 6 for further information.

NO COOLING OFF RIGHTS

Investors should also note that no cooling off rights (whether by law or otherwise) apply to an Application for Hybrid Securities. This means that, in most circumstances, Applicants may not withdraw their Applications once submitted, except as permitted by the Corporations Act.

PROVIDING PERSONAL INFORMATION

You will be asked to provide personal information to the Company via its Registrar if you apply for Hybrid Securities. See Section 6.9 for details of how your personal information is handled.

RESTRICTIONS ON DISTRIBUTION

This Prospectus does not constitute an offer in any place in which, or to any person to whom, it would not be lawful to make such an offer. As at the date of this Prospectus, no action has been taken to register or qualify Hybrid Securities or the Offer or to otherwise permit a public offering of Hybrid Securities outside Australia.

In particular, this Prospectus (including an electronic copy) may not be distributed or released, in whole or in part, in the United States. Neither Hybrid Securities nor NHC Ordinary Shares have been, nor will be, registered under the US Securities Act of 1933, as amended ("**US Securities Act**") or the securities laws of any state of the United States, and they may not be offered or sold in the United States or to, or for the account or benefit of, a US Person (as defined in Regulation S of the US Securities Act).

See Section 6.7.1 for further details in respect of the selling restrictions that apply to the Hybrid Securities in foreign jurisdictions.

FINANCIAL INFORMATION AND FORWARD-LOOKING STATEMENTS

Section 4 sets out the financial information and the basis of preparation referred to in this Prospectus. All financial amounts contained in this Prospectus are expressed in Australian dollars and rounded to the nearest 0.1 million unless otherwise stated. Any discrepancies between totals and sums of components in tables contained in this Prospectus are due to rounding.

This Prospectus includes forward-looking statements which are identified by words such as 'may', 'could', 'believes', 'estimates', 'expects', 'intends' and other similar words that involve risks and uncertainties.

These statements are based on present economic and operating conditions, and on a number of best estimate assumptions of the Directors of the Company ("**Directors**") regarding future events and actions that, as at the date of this Prospectus, are expected to take place. Any forward-looking statements are subject to various risk factors that could cause actual circumstances or outcomes to differ materially from the circumstances or outcomes expressed, implied or anticipated in these statements. Such statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of the Company and the Directors. Forward-looking statements should be read in conjunction with the risk factors, as set out in Section 5, and other information in this Prospectus.

This Prospectus also includes non-IFRS financial information, such as EBITDA disclosed in Section 4. Non-IFRS financial information is used by New Hope management to assess financial performance and may not be directly comparable to similarly titled measures used by other companies. Non-IFRS financial information has not been subject to audit or review. References to non-IFRS financial information are provided to assist Investors in understanding the financial performance of New Hope. Such information should not be considered in isolation from, or as a substitute for, information prepared in accordance with Australian Accounting Standards.

Nothing in this Prospectus is a promise or representation as to the future. None of the Company or the Trustee or any other person warrants or gives any assurance that the

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results, performance or achievements expressed or implied by the forward-looking statements contained in this Prospectus will actually occur and Investors are cautioned not to place undue reliance on these forward-looking statements.

The Company has no intention of updating or revising forward-looking statements, or publishing prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information contained in this Prospectus, except where required by law.

NO REPRESENTATIONS OTHER THAN IN THIS PROSPECTUS

No person is authorised to give any information or to make any representation in connection with the Offer which is not contained in this Prospectus. You should rely only on information in this Prospectus.

Except for any liability which cannot be excluded by law, the Arranger and each Joint Lead Manager and their respective directors, officers, employees and advisers expressly disclaim and do not accept any liability for the contents of this Prospectus, the Hybrid Securities or the Offer. Unless otherwise indicated, all information in this Prospectus, while subject to change from time to time, is current as at the date of this Prospectus.

ASX QUOTATION

The Company will apply for Hybrid Securities to be quoted on ASX. Hybrid Securities are expected to trade under the ASX code "NHCHA".

WEBSITE

New Hope maintains a website at www.newhopegroup.com.au. Information contained in or otherwise accessible through this or a related website is not part of this Prospectus.

THIS PROSPECTUS DOES NOT PROVIDE FINANCIAL PRODUCT OR INVESTMENT ADVICE — YOU SHOULD SEEK YOUR OWN PROFESSIONAL INVESTMENT ADVICE

The information in this Prospectus does not take into account your investment objectives, financial situation or particular needs as an investor. You should carefully consider these factors in light of your personal circumstances (including financial and taxation issues). See, in particular, the risks set out in Section 5.

Hybrid Securities are complex and involve risks that are different from ordinary equity. Hybrid Securities are not suitable for all investors and contain features which may make the Hybrid Securities Terms difficult to understand.

The Company strongly recommends that you seek professional guidance, which takes into account your particular investment objectives and circumstances, from a licensed adviser before you make an investment decision.

None of the Arranger, the Joint Lead Managers or their respective directors, officers, employees or advisers have caused the issue or lodgement of this Prospectus, nor the issue of Hybrid Securities pursuant to it, nor have they made any statements in the Prospectus, other than references to their names, and they do not accept responsibility for any statement in the Prospectus, other than references to their names, nor any omissions from the Prospectus.

PHOTOGRAPHS AND DIAGRAMS

Photographs and diagrams in this Prospectus do not necessarily depict assets or equipment owned or used by the Company. Diagrams used in this Prospectus are illustrative only and may not be drawn to scale. Unless otherwise stated, all data contained in charts, graphs and tables is based on information available at the date of this Prospectus.

ENQUIRIES

Any Broker Firm Applicant who has any questions in relation to the Offer should contact their Syndicate Broker.

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Letter from the Chairman



Robert Millner AO
Chairman

Dear Investor,

On behalf of the Directors of New Hope Corporation Limited, I am pleased to introduce the Offer of New Hope Hybrid Securities.

New Hope is a long-established Australian thermal coal producer, exporting coal to customers in key Asian markets. New Hope operates two large-scale open-cut mines, Bengalla Mine in the Hunter Valley and New Acland Mine on the Darling Downs, and owns Queensland Bulk Handling, which operates a coal export terminal at the Port of Brisbane.

In addition to its operated assets, New Hope has been an investor in Malabar Resources Limited since 2022 and currently holds approximately 26% of its issued shares. Malabar owns the Maxwell Underground Mine, which aligns with our strategy of investing in coal assets with long-life approvals and low operating costs. On 19 October 2026, New Hope announced an agreement to acquire all of the Malabar shares it does not already own via a scheme of arrangement which, if implemented [1], will bring the two businesses together as a combined group.

New Hope has been listed on the ASX since 2003 and has delivered a cumulative total shareholder return of 6,512% [2] over that period (10.3x greater than the ASX All Ordinaries Index). Washington H. Soul Pattinson and Company Limited (ASX: SOL) ("**Soul Patts**") has been a long-term shareholder in New Hope and currently holds approximately 39% of the issued shares.

The Offer forms an important part of New Hope's capital management strategy. It is intended to diversify New Hope's funding sources, provide additional financial flexibility and optimise its capital structure, including by applying the net proceeds of the Offer towards the early repayment, refinancing or retirement of some of Malabar's existing financing arrangements following implementation of the proposed Malabar Acquisition [3].

The Hybrid Securities are perpetual, subordinated, unsecured obligations of the Company. They are floating-rate securities, scheduled to pay quarterly distributions, subject to New Hope's discretion and the conditions set out in the Hybrid Securities Terms. Distributions are expected to be franked to the same extent as New Hope's ordinary share dividends. The Company will apply for the Hybrid Securities to be quoted on the ASX.

Hybrid Securities are not suitable for all investors. Before applying for Hybrid Securities you should carefully and fully review this Prospectus, including the Risk Factors in Section 5, and consult your stockbroker, accountant, financial adviser or other qualified professional adviser. If you are a Retail Investor and wish to participate in the Offer, you must seek advice as to whether you are within the target market set out in the Target Market Determination.

On behalf of the Board of Directors of New Hope Corporation Limited, I invite you to consider the Offer.

Yours sincerely,



Robert Millner AO
Chairman

[1] The Malabar Acquisition remains subject to Malabar shareholders' approval and certain other conditions (refer to Section 3.15).

[2] Cumulative total return including share price appreciation and gross dividends as of 13 November 2026. For comparison the ASX All Ordinaries Accumulation Index delivered a cumulative return of 633% over that same period.

[3] The Offer is not conditional on the implementation of the Malabar Acquisition. If the Malabar Acquisition is not implemented, proceeds will be applied for general corporate purposes of the Group.

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Guidance for Investors

1.	**Read this Prospectus in full**	This Prospectus is important and should be read in its entirety. You should have particular regard to the: • "Important information" and "Key dates" at the front of this Prospectus; • "Investment overview" in Section 1 and "About the Hybrid Securities" in Section 2; • "Risk factors" in Section 5; and • Hybrid Securities Terms in Appendix A. In considering whether to apply for Hybrid Securities under the Offer, it is important that you consider all of the risks and other information regarding an investment in Hybrid Securities in light of your particular investment objectives, financial situation and circumstances.
2.	**Speak to a Broker and obtain personal advice**	The overall complexity of the Hybrid Securities may make the Hybrid Securities Terms difficult to understand. If you are a Retail Investor and wish to participate in the Offer, you must seek professional advice as to whether you are within the Target Market and whether an investment in Hybrid Securities is suitable for you in light of your particular investment objectives, financial situation and needs. You can only apply for Hybrid Securities if you are within the Target Market and you have received personal advice from a qualified financial adviser. The Target Market is set out in the Target Market Determination issued by the Company which is available at www.newhopegroup.com.au/investors/hybridsecurities/. All Applications must be submitted through a Broker. No Applications can be made directly to the Company. If you have any questions about the Offer, the Hybrid Securities or the Target Market, you should contact a Broker or other professional adviser or seek personal advice from a qualified financial adviser who is licensed by ASIC to give that advice. ASIC has published guidance on how to choose a licensed adviser on its MoneySmart website. You can also search 'choosing a financial adviser' at www.moneysmart.gov.au.
3.	**Obtain further information about the Company and the Hybrid Securities**	The Company is subject to regular reporting and disclosure obligations under the Corporations Act and the ASX Listing Rules. The Company must notify ASX immediately (subject to certain exceptions) if it becomes aware of information about the Company that a reasonable person would expect to have a material effect on the price or value of its securities, including Hybrid Securities. Copies of documents lodged with ASIC, which are publicly available, can be obtained from ASIC's website www.asic.gov.au (a fee may apply) and the Company's ASX announcements may be viewed at www.asx.com.au.
4.	**Enquiries**	If you have any questions in relation to the Offer, please contact your Syndicate Broker. If you have any questions about whether to invest in the Hybrid Securities, you should seek professional guidance from your financial or other licensed professional adviser.

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Key Dates

Key Dates for the Offer

Lodgement of this Prospectus with ASIC	Monday, 16 November 2026
Bookbuild to determine the Margin	Monday, 23 November 2026
Announcement of the Margin	Monday, 23 November 2026
Lodgement of the replacement Prospectus with ASIC	Tuesday, 24 November 2026
Opening Date of the Broker Firm Offer	Tuesday, 24 November 2026
Closing Date of the Broker Firm Offer (5:00pm Sydney time)	Wednesday, 9 December 2026
Issue Date and Allotment Date of Hybrid Securities under the Offer	Tuesday, 15 December 2026
Hybrid Securities commence trading on ASX (normal settlement basis)	Wednesday, 16 December 2026
Expected date for dispatch of Holding Statements	Thursday, 17 December 2026

Key Dates for the Hybrid Securities

First quarterly Distribution Payment Date	Monday, 15 March 2027
Step-up Date	Monday, 15 December 2031

Dates may change

The dates shown above are indicative only and may change without notice.

The Company, in consultation with the Arranger, reserves the right to vary any or all of these times and dates (subject to the ASX Listing Rules and the Corporations Act), including to close the Offer early, extend the Offer, defer the Closing Date, accept late Applications either generally or in particular cases, or withdraw the Offer at any time before Hybrid Securities are issued (either with or without prior notice).

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INVESTMENT OVERVIEW

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1. Investment Overview

1.1. Key features of the Offer

This section provides a summary of information that is key to a decision whether to invest in Hybrid Securities. Detailed information about these matters is provided in this Prospectus and it is important that you read this Prospectus in full before deciding whether to apply for Hybrid Securities.

The key features summarised in this section should be read together with the key risks associated with Hybrid Securities set out in Section 1.5 and the more detailed risk factors in Section 5. Investors should carefully weigh the potential benefits of the Offer against those risks before making an investment decision.

Topic	Summary	Further information
1.1.1. What is the Offer?	The Offer is for the issue of Hybrid Securities to raise approximately $250 million with the ability to raise more or less.	Sections 2 and 6
1.1.2. Who is the issuer of the Hybrid Securities?	New Hope Corporation Limited (the "Company") (ABN 38 010 653 844) is the issuer of the Hybrid Securities and this Prospectus. New Hope Corporation Limited and its consolidated Subsidiaries are together referred to as the "Group".	Section 3
1.1.3. What are Hybrid Securities?	Hybrid Securities are Australian-dollar denominated, ASX-listed perpetual, subordinated, unsecured notes with the following key features: • **fully paid** – each Hybrid Security has a Face Value of $100, which must be paid to the Company before the Hybrid Security is issued; • **subordinated** – Hybrid Securities are subordinated to the claims of Senior Creditors in a winding-up or liquidation of the Company, including holders of its Convertible Notes; • **perpetual** – Hybrid Securities do not have any fixed maturity date so you may not receive your capital back; • **quarterly Distributions** – Hybrid Securities are scheduled to pay quarterly distributions in arrears; • **floating Distribution Rate** – the Distribution Rate for each Distribution Period will be calculated based on a gross rate equal to the BBSW Rate plus the Margin. The Margin will be determined pursuant to the Bookbuild and is expected to be 4.00% per annum; • **franked** – Distributions, Redemption Distributions and Deferred Distributions on Hybrid Securities are expected to be franked at the same rate as dividends on NHC Ordinary Shares. If a Distribution or Deferred Distribution is not fully franked, the cash amount payable to Holders will be increased to account for the unfranked portion of the Distribution or Deferred Distribution (as applicable). No such increase would apply to a Redemption Distribution; • **Margin step-up** – if (i) the Hybrid Securities remain outstanding following the Step-up Date (being 15 December 2031), the Margin will be increased by 5.00% per annum from (and including) the Step-up Date and (ii) if a Change of Control Event occurs and the Hybrid Securities are not Redeemed, the Margin will be increased by a further 5.00% per annum. The increases in (i) and (ii) above shall be applied cumulatively;	Section 2

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Topic	Summary	Further information

- **deferrable Distributions (which may never be paid)** – the Company may, in its sole discretion, defer payment of Distributions on any Distribution Payment Date (and for so long as the same remains unpaid will constitute a **"Deferred Distribution"**). Deferred Distributions may never be paid. If a Deferred Distribution has not been paid in full by the date which is 20 Business Days following the relevant Distribution Payment Date, the Company will not be able to pay discretionary dividends or distributions on, or make discretionary capital returns in respect of, any class of its share capital (including preference shares (if any)) or any Equal Ranking Obligations of the Company (subject to certain limited exceptions);
- **Distributions are cumulative and compounding** – additional distributions will accrue on each Deferred Distribution at the Distribution Rate applicable to the Hybrid Securities;
- **redeemable** – the Company may elect to Redeem all or some (pro rata across Holders) of the Hybrid Securities on any date after the Issue Date, at the Redemption Amount plus a Redemption Distribution (if applicable) and (i) any Distributions accrued up to (but excluding) the Redemption Date, (ii) any outstanding Deferred Distributions and (iii) any other amounts unpaid pursuant to the Hybrid Securities Terms. If the Company Redeems within certain time periods after the Issue Date or following the occurrence of certain events, the amount payable to Holders will vary depending on the relevant Redemption Distribution payable;
- **non-convertible** – the terms of the Hybrid Securities do not contain any equity conversion feature;
- **restriction on incurrence of debt** – the Company is subject to a restriction on incurring additional senior indebtedness (other than Permitted Debt) if incurring such indebtedness would cause (i) the Senior Net Leverage Ratio on such day to exceed 2.50x and (ii) total Net Debt to exceed $600 million. This restriction is intended to provide Holders with protection against excessive senior debt ranking ahead of the Hybrid Securities in a winding-up or liquidation of the Company;
- **not guaranteed or secured** – the payment of Distributions (including any Deferred Distributions and any other amount that would otherwise be payable under the Hybrid Securities Terms) and payment of the Redemption Amount and a Redemption Distribution (if any) is not guaranteed by any entity and the Hybrid Securities are unsecured, meaning repayment is not secured by a mortgage, charge or other security over any of the Company's assets;
- **quoted** – the Company will, within seven days after the date of this Prospectus, apply to ASX for the Hybrid Securities to be quoted on ASX and Hybrid Securities are expected to trade under ASX code "NHCHA";
- **Enforcement Events** – non-payment of any amount due and payable under the Hybrid Securities Terms in full within 10 Business Days of its due date and winding-up of the Company (other than for the purposes of a Solvent Reorganisation) will constitute Enforcement Events, although the consequences of Enforcement Events are limited to the commencement of winding-up proceedings (or proving in a winding-up or claiming in the liquidation of the Company).

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Topic	Summary	Further information
1.1.4. What is the "Issue Price" or "Face Value" of the Hybrid Securities?	The Face Value is $100 per Hybrid Security. This is also the issue price per Hybrid Security. This is the amount you need to pay to apply for each Hybrid Security.	Clause 1.3 of the Hybrid Securities Terms
1.1.5. Why is the Company issuing Hybrid Securities?	The Hybrid Securities are being issued as part of the Company's ongoing optimisation and diversification of funding and capital. The net proceeds of the Offer will be applied for general corporate purposes of the Group. If the proposed Malabar Acquisition is implemented, the Company intends to apply the net proceeds towards the early repayment, refinancing or retirement of some of Malabar's existing financing arrangements. The Scheme remains subject to conditions and may not be implemented. If it is not implemented, the net proceeds will be applied for general corporate purposes.	Sections 3.12, 3.15 and 8.3.5
1.1.6. What Distributions are payable?	Hybrid Securities are scheduled to pay quarterly cash Distributions in arrears, so long as Hybrid Securities remain on issue. Distributions are expected to be fully franked, so the cash Distribution amount for a Distribution Payment Date will be adjusted depending on the applicable Franking Rate. The Franking Rate is expected to be the same rate as for the NHC Ordinary Shares. The Distribution Rate will be a floating rate, calculated as the 3-month BBSW Rate plus the Margin, all multiplied by (1 – Tax Rate). The Margin will be determined pursuant to the Bookbuild and is expected to be 4.00% per annum. The Margin is subject to a step-up of 5.00% per annum on and from the Step-up Date (being 15 December 2031) if the Hybrid Securities remain outstanding and a further step-up of 5.00% per annum if a Change of Control Event occurs and the Hybrid Securities are not Redeemed. These increases shall be applied cumulatively.	Section 2.1
1.1.7. Will Distributions be franked?	Distributions are expected to be franked at the same rate as dividends on NHC Ordinary Shares. The Company expects the applicable Franking Rate to be 100%. The Franking Rate may vary over time and Distributions may be partially or fully franked, or not franked at all. If a Distribution is not fully franked, the cash Distribution amount received by Holders will be increased to account for the unfranked portion of such Distribution. The ability of Holders to use franking credits will depend on their individual tax position. Holders should also be aware that the potential value of any franking credits does not accrue at the same time as the receipt of any cash Distribution. Holders should refer to the Australian taxation summary in Section 7 and each Holder should obtain professional advice in relation to their tax position.	Section 2.1
1.1.8. Can the Company defer payment of Distributions?	The Company has sole discretion as to whether to pay a Distribution on a Distribution Payment Date and may elect to defer payment. If the Company does not pay all or part of a Distribution, the unpaid amount becomes a Deferred Distribution. The deferral of Distribution payments will not constitute a default by the Company or a breach of its obligations under the Hybrid Securities Terms. Additional distributions will accrue on each Deferred Distribution at the relevant Distribution Rate and will be added to such Deferred Distribution on	Section 2.1

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Topic	Summary	Further information
	each Distribution Payment Date and thereafter accumulate additional distributions accordingly. Deferred Distributions must be paid on the earliest Compulsory Payment Event to occur, being: (a) the next Distribution Payment Date when all or any part of a Distribution is paid on the Hybrid Securities; (b) when the Company makes certain discretionary payments; or (c) any Redemption of some or all of the Hybrid Securities. A Compulsory Payment Event may never occur, and as a result Deferred Distributions may never be paid.	
1.1.9. Will Distributions step-up (i.e. increase)?	Yes, the Margin for each Distribution Period from (and including) the Step-up Date (being 15 December 2031) will increase by a step-up of 5.00% per annum. If a Change of Control Event occurs and the Hybrid Securities are not Redeemed by the Company following the Change of Control Event, the then prevailing Margin will increase by a further 5.00% per annum (the "Change of Control Step-up"), with effect from (and including) the fifteenth Business Day following the date of the Change of Control Event. These increases shall be applied cumulatively.	Section 2.1
1.1.10. Do Hybrid Securities have a maturity date?	Hybrid Securities do not have any fixed maturity date. Hybrid Securities could remain on issue indefinitely and Holders have no right to request or require a Redemption.	Section 2.2
1.1.11. Will Hybrid Securities be Redeemed?	As described in Section 2.2, the Company will have a right, but not an obligation, to: • Redeem all or some (pro rata across Holders) of the Hybrid Securities on any date after the Issue Date at the Redemption Amount (being an amount equal to the Face Value) plus a Redemption Distribution amount of between nil and $5 per Hybrid Security; • Redeem all (but not some only) Hybrid Securities upon the occurrence of a Change of Control Event or Accounting Event at the Redemption Amount (being an amount equal to the Face Value) plus a Redemption Distribution of $1 per Hybrid Security; or • Redeem all (but not some only) Hybrid Securities upon the occurrence of a Tax Event or Substantial Repurchase Event at the Redemption Amount (being an amount equal to the Face Value) – there is no Redemption Distribution payable in these circumstances. In each case, the Redemption Amount plus the Redemption Distribution (if applicable) will be paid together with (i) any Distributions accrued up to (but excluding) the Redemption Date, (ii) any outstanding Deferred Distributions and (iii) any other amounts unpaid pursuant to the Hybrid Securities Terms. The total amount payable on Redemption may differ depending on whether a Redemption Distribution applies.	Section 2.2
1.1.12. What will happen if a Change of Control Event occurs?	If a Change of Control Event occurs, the Company may elect to Redeem each Hybrid Security at the Redemption Amount (being an amount equal to the Face Value), plus the relevant Redemption Distribution ($1 per Hybrid Security), together with any Distribution amounts accrued up to (but excluding)	Section 2.2

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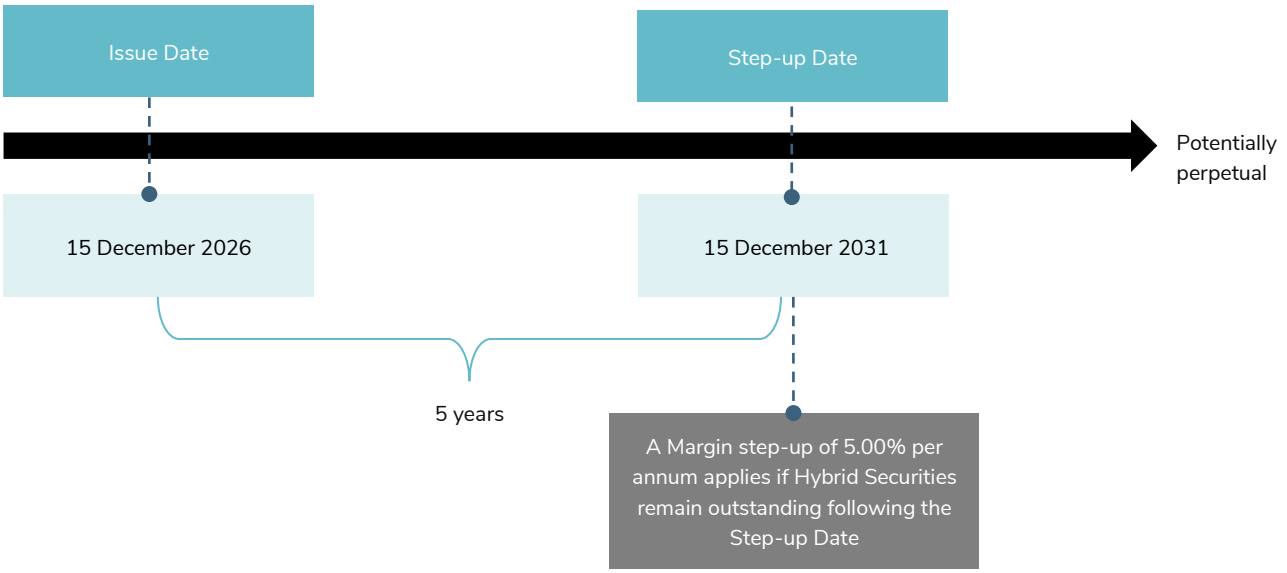
Topic	Summary	Further information
	the relevant Redemption Date, any outstanding Deferred Distributions and any other amounts unpaid pursuant to the Hybrid Securities Terms. If the Hybrid Securities are not Redeemed by the Company following a Change of Control Event, the then prevailing Margin will increase by 5.00% per annum with effect from (and including) the 15th Business Day following the date on which the relevant Change of Control Event occurred to (but excluding) the date on which the Hybrid Security is Redeemed in full.	
1.1.13. Is there a circumstance where a change of control would not constitute a Change of Control Event?	If there is a change of control of the Company whereby it is replaced as the ultimate holding company of the Group, subject to certain requirements being met by the successor company (referred to in the Hybrid Securities Terms as the "Approved Successor"), such a change of control will not constitute a Change of Control Event (and the consent of Holders to such a change of control will not be required).	Section 2.2.7
1.1.14. Is there a Dividend and Capital Stopper?	Yes. If (a) the Step-up Date has occurred and the Hybrid Securities have not been Redeemed, or (b) a Deferred Distribution has not been paid in full by the date which is 20 Business Days following the relevant Distribution Payment Date, the Company will be subject to a restriction on payment of discretionary dividends and distributions on all classes of its share capital (including preference shares (if any)) and any Equal Ranking Obligations of the Company and on making discretionary capital returns ("**Dividend and Capital Stopper**") (subject to limited exceptions).	Sections 2.1.11 and 2.1.12

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1.2. Summary of certain events that may affect the Hybrid Securities

Figure 1 below summarises certain events that may occur while the Hybrid Securities are on issue and what Holders may receive if those events occur. If none of these events occur, the Hybrid Securities could remain on issue indefinitely and the Issue Price will not be repaid.

Figure 1: Illustration of when and in what circumstances Hybrid Securities may be Redeemed



Change of Control Step-up: The Margin increases by a further 5.00% per annum if a Change of Control Event has occurred and the Hybrid Securities are not Redeemed by the Company.

The Company can Redeem all or some (pro rata across Holders) of the Hybrid Securities at any time by payment of Face Value plus a Redemption Distribution of nil to $5 per Hybrid Security (depending on timing of the Redemption), or upon a Change of Control Event, Tax Event, Accounting Event or Substantial Repurchase Event (with a Change of Control Event and Accounting Event requiring payment of a Redemption Distribution of $1 per Hybrid Security)

Redemption Date	Year 1	Year 2	Year 3	Year 4	Year 5 and beyond
Redemption Distribution (per Hybrid Security)	$5.00	$3.00	$2.00	$1.00	Nil

1.3. Ranking of Hybrid Securities in a Winding-up of the Company

In a winding-up or liquidation of the Company, Hybrid Securities rank ahead of NHC Ordinary Shares and any preference shares, equally among themselves and with any Equal Ranking Obligations and behind all Senior Creditors, as shown below.

Figure 2 below illustrates how Hybrid Securities would rank upon a winding-up or liquidation of the Company. In the figure, a 'higher ranking' claim is one which will be paid out of the Company's available assets in a winding-up or liquidation before claims with a lower ranking. It may be that holders of lower ranking instruments, including Holders of Hybrid Securities, will be paid only part or none of the amounts owing to them, as there may be insufficient assets remaining to make such payments after higher ranking claims have been paid.

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Figure 2: Illustration of how Hybrid Securities would rank upon a winding-up or liquidation of the Company

	Existing debt instruments, hybrid instruments and equity
Higher ranking	Secured liabilities and liabilities preferred by law (including employee entitlements)
	Unsubordinated and unsecured debt, including the unsecured Convertible Notes, and subordinated debt that is not an Equal Ranking Obligation
	Hybrid Securities
	NHC preference shares (if any)
Lower ranking	NHC Ordinary Shares

The Company is the ultimate holding company of the Group and substantially all of its assets are made up of shares in, or other claims on, the Company's subsidiaries. Accordingly, the claims of Holders against the Company will be limited to the value of the Company's residual claims to the net assets (if any) of its subsidiaries, after all liabilities of those subsidiaries have been discharged or provided for.

1.4. Comparison between Hybrid Securities and other types of investments

Hybrid Securities are different from other types of investments such as ordinary shares. The table below compares the key features of NHC Ordinary Shares, the Hybrid Securities, typical corporate hybrids, ASX-listed portfolio-backed notes and typical bank additional tier 1 capital hybrids (typically known as "**Capital Notes**"). You should consider these differences in light of your investment objectives, financial situation and particular needs (including financial and taxation issues) before deciding whether to invest in the Hybrid Securities. New Hope strongly recommends that you seek professional advice, which takes into account your particular investment objectives and circumstances, from a licensed adviser.

	NHC Ordinary Shares	Typical bank ASX-listed hybrid (Capital Note)	Typical corporate hybrid	ASX-listed portfolio-backed notes	Hybrid Securities
Legal form	Shares	Notes	Notes	Notes	Notes
Security	Not applicable	Unsecured	Unsecured	Unsecured	Unsecured
Term	Perpetual (unless bought back)	Perpetual (unless redeemed, resold, converted or written off)	Typically 30 years (unless redeemed early)	Typically 5-7 years (unless redeemed early)	Perpetual (unless Redeemed)
Issuer optional redemption	None	Typically after 5-8 years from issue, and following special events	Typically after 5-8 years from issue, and following special events	Typically from 4-6 years	On any date after the Issue Date, and following special events
Redemption subject to regulatory approvals?	No	Yes Subject to APRA's prior written approval	No	No	No

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	NHC Ordinary Shares	Typical bank ASX-listed hybrid (Capital Note)	Typical corporate hybrid	ASX-listed portfolio-backed notes	Hybrid Securities
Distributions	Discretionary, payable at the absolute discretion of the Board	Discretionary, payable at the absolute discretion of the Board	Deferrable, at the absolute discretion of the Board	Deferrable, if the issuer has insufficient income	Deferrable, payable at the absolute discretion of the Board
Distribution / dividend / interest rate	Variable dividends	Floating	Fixed or Floating	Floating	Floating
Margin step-up	No	No	Yes Typically, up to 1% step-up	Yes Typically, up to 1% step-up at the early redemption date	Yes 5.00% step-up (gross) from the Step-up Date (being 15 December 2031), and a further 5.00% step-up if a Change of Control Event occurs and the Hybrid Securities are not Redeemed
Distribution accumulation	No	No	Yes Deferred interest payments are typically cumulative and compounding	Yes Deferred interest payments are typically cumulative and compounding	Yes Deferred Distributions are cumulative and compounding
Franking	Yes	Yes	Generally no	No	Yes
Ranking upon winding-up of the Company	Behind all other securities and obligations	Subordinated Rank senior only to ordinary equity	Subordinated Rank senior to preference shares and ordinary equity	Unsubordinated Rank senior to all obligations other than secured financial indebtedness	Subordinated Rank senior to preference shares (if any) and NHC Ordinary Shares
Point of non-viability trigger event	No	Yes	No	No	No
Voting rights	Yes	No	No	No	No

	NHC Ordinary Shares	Typical bank ASX-listed hybrid (Capital Note)	Typical corporate hybrid	ASX-listed portfolio-backed notes	Hybrid Securities
Transferability	Yes, quoted and can be traded on ASX under the code "NHC"	Yes, can be traded on ASX	Typically unlisted and traded over-the-counter	Yes, can be traded on ASX	Expected to be quoted and, if so, can generally be traded on ASX if there is a liquid market
Dividend stopper in case of non-payment of a distribution / coupon	No	Yes (certain exceptions apply)	Yes (certain exceptions apply)	Yes – on junior notes/equity (first-loss buffer)	Yes (certain exceptions apply)
Dividend stopper in case of non-early redemption	No	No	No	No	Yes, if Hybrid Securities remain outstanding following the Step-up Date

1.5. Key risks associated with Hybrid Securities

Before applying for Hybrid Securities, you should consider whether Hybrid Securities are a suitable investment for you.

There are risks associated with an investment in Hybrid Securities and in the Company, many of which are outside the control of the Company and its Directors. These risks include those described in this Section 1.5 and more fully in Section 5, and other matters referred to in this Prospectus.

1.5.1. Key risks associated with an investment in Hybrid Securities

Topic	Summary	Further information
1.5.1.1. Market price of Hybrid Securities	The price at which Holders are able to sell Hybrid Securities on ASX is uncertain. The market price might be below the Face Value of $100 per Hybrid Security. Circumstances in which the price of Hybrid Securities may decline include general financial market conditions, the availability of better rates of return on other securities and investor perception of New Hope's financial performance or position. Unlike NHC Ordinary Shares, Hybrid Securities do not provide a material exposure to growth in New Hope's business.	Section 5.1.1
1.5.1.2. Liquidity of Hybrid Securities	There may be no liquid market for Hybrid Securities. Holders who wish to sell their Hybrid Securities may be unable to do so at a price acceptable to them, or at all.	Section 5.1.2

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Topic	Summary	Further information
1.5.1.3. Distributions may not be paid	Distributions are deferrable and there is a risk that Distributions may never be paid. Deferral of a Distribution is not an event of default.	Section 5.1.4
1.5.1.4. It is not certain whether and when Hybrid Securities may be Redeemed	The Hybrid Securities are perpetual. There are a number of scenarios in which Hybrid Securities may be Redeemed for cash. It is uncertain whether and when Redemption may occur. The timing of any Redemption may not suit Holders. Hybrid Securities may not be Redeemed at all, in which case they may remain on issue indefinitely and Holders may not receive their capital back.	Sections 5.1.3 and 5.1.9 – 5.1.10
1.5.1.5. Changes in Distribution Rate and Distributions	The Distribution Rate will fluctuate over time (it may increase or decrease) as a result of movements in the BBSW Rate. There is a risk that the Distribution Rate may become less attractive compared with the rates of return available on comparable securities or financial products. The amount of cash Distributions payable will also fluctuate over time with any change to the Franking Rate.	Sections 5.1.6 – 5.1.7
1.5.1.6. Restrictions on rights and ranking in a winding-up of the Company	In a winding-up of the Company, if there is a shortfall of funds such that the Company is unable to pay all amounts ranking senior to and equally with Hybrid Securities, Holders will lose all or some of their investment.	Section 5.1.3 and 5.1.5
1.5.1.7. Distributions may not be fully franked or franked at all	The Franking Rate may fluctuate. There is no guarantee that the Company will have sufficient franking credits in the future to fully frank Distributions or to frank them at all. If any Distribution payment is not fully franked, then the cash amount of the Distribution will increase to compensate for the reduction in franking credits. The value and availability of franking credits to a Holder will differ depending on that Holder's particular tax circumstances.	Section 5.1.7
1.5.1.8. No right for Holders to request Redemption	Holders have no right to request that their Hybrid Securities be Redeemed. To realise their investment, unless their Hybrid Securities are Redeemed by the Company in accordance with the Hybrid Securities Terms, Holders would need to sell their Hybrid Securities on ASX at the prevailing market price. That price may be less than the Face Value and there may be no liquid market in Hybrid Securities.	Section 5.1.9
1.5.1.9. Further issues or Redemptions of securities by the Company	There is no restriction on the Company redeeming or otherwise repaying other securities it may have on issue from time to time, and an investment in Hybrid Securities carries no right to be Redeemed or otherwise repaid at the same time as the Company redeems or otherwise repays other securities. The Hybrid Securities Terms contain a restriction limiting the incurrence of additional senior indebtedness if incurring such indebtedness would cause (i) the Senior Net Leverage Ratio on such day to exceed 2.50x and (ii) total Net Debt to exceed $600 million. There is no assurance that this restriction will adequately protect Holders from the Company: • incurring further Equal Ranking Obligations;	Sections 5.1.11 – 5.1.12

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Topic	Summary	Further information
	• incurring indebtedness in connection with the acquisition of a business which, on the date of such acquisition on a pro-forma basis, reduces the Senior Net Leverage Ratio; or • assuming indebtedness in connection with the acquisition of a business as a result of consolidation of the financial liabilities of the target.	
1.5.1.10. More information about these risks and other risks associated with Hybrid Securities	More information about these risks and other risks associated with Hybrid Securities and the market for Hybrid Securities generally are contained in Section 5.1.	Section 5.1
1.5.1.11. The Company's financial performance and position	The market price of Hybrid Securities may be affected by the Company's financial performance and position. For specific risks associated with an investment in the Company, see Section 5.2.	Section 5.2

1.5.2. Key risks associated with New Hope

Risks associated with New Hope are relevant to an investment in Hybrid Securities because they may adversely affect the Company's ability to pay Distributions, Redeem Hybrid Securities or otherwise meet its obligations under the Hybrid Securities Terms, and may affect the market price of Hybrid Securities. The key risks are summarised below and described more fully in Section 5.2.

Topic	Summary	Further information
1.5.2.1. Volatility of coal prices	Almost all of the Group's revenue is derived from the sale of thermal coal, so its results are highly dependent on coal prices, which are cyclical and volatile and affected by many factors outside the Group's control (including global supply and demand, energy policy, trade measures and geopolitical events). A sustained fall in coal prices, including below the Group's production costs, could materially and adversely affect the Group's financial performance and position and may require the Group to curtail or suspend operations.	Section 5.2.1.1
1.5.2.2. Declining demand for thermal coal and the energy transition	Increasing focus on renewable and clean energy generation, competition from alternative fuels and environmental regulation are expected to reduce coal-fired electricity generation over the medium to long term. Demand for thermal coal may decline faster than anticipated, which may materially and adversely affect the Group's financial condition, results of operations and outlook.	Section 5.2.1.5
1.5.2.3. Climate change, regulatory and stakeholder responses	The Group is exposed to physical climate risks and to policy, regulatory, legal, technological and market responses to climate change, including the Safeguard Mechanism (which applies to Bengalla Mine), mandatory climate reporting and regulatory focus on greenwashing. Financial institutions and insurers may restrict or withdraw financing and insurance for coal businesses, which could affect the Group's ability to raise capital, obtain adequate insurance and demand for its securities, including Hybrid Securities.	Section 5.2.1.6

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Topic	Summary	Further information
1.5.2.4. Foreign exchange	The majority of the Group's sales revenue is denominated in U.S. dollars while most of its operating costs are in Australian dollars. The Group hedges only a portion of this exposure, so a significant and sustained appreciation of the Australian dollar against the U.S. dollar may materially reduce the Group's revenue and earnings in Australian dollar terms.	Section 5.2.1.2
1.5.2.5. Proposed Malabar Acquisition	The Malabar Acquisition is subject to conditions, including an independent expert's conclusion, Malabar shareholder and court approvals, Japan Fair Trade Commission and other regulatory approvals, and may not proceed or may be delayed (in which case New Hope may be required to pay a reverse break fee of approximately $17 million in certain circumstances). If implemented, the Group will consolidate Malabar's existing indebtedness (net debt of approximately $460 million as at 30 June 2026, comprising borrowings and lease liabilities less cash), which may rank ahead of Hybrid Securities, and there is a risk that the expected benefits, including the ramp-up of the Maxwell Underground Mine, are not realised. The Offer is not conditional on the Malabar Acquisition.	Sections 3.15 and 5.2.1.24
1.5.2.6. The Company is a holding company	The Company's ability to meet its obligations under the Hybrid Securities depends substantially on receiving dividends and other distributions from its subsidiaries and joint ventures, which have no obligation to pay amounts owing by the Company. Holders' claims against the Company will be limited to the Company's residual claims on the net assets of its subsidiaries after their liabilities have been discharged.	Sections 1.3 and 5.2.1.12
1.5.2.7. Operational risks and asset concentration	The Group's mining operations may be disrupted by geological, geotechnical, weather, equipment, safety, industrial relations, cyber and other operational events. A significant portion of the Group's coal production is concentrated in the Bengalla Mine, and New Acland Mine remains in ramp-up, so disruption at either operation could have a significant impact on the Group's results.	Sections 5.2.1.20, 5.2.1.23 and 5.2.3.1
1.5.2.8. Approvals, tenure and legal risks	The Group's operations and growth projects depend on obtaining, maintaining and renewing mining tenements, environmental and other approvals and landholder consents, and may be affected by native title, cultural heritage, community opposition and litigation (as occurred in relation to the New Acland Stage 3 Expansion). Changes in laws, royalties and taxes (including recent increases in Queensland and New South Wales coal royalties) may also adversely affect the Group.	Sections 5.2.1.11, 5.2.4.1, 5.2.4.3 and 5.2.5.3
1.5.2.9. Logistics and 'take or pay' commitments	The Group relies on third-party rail and port infrastructure to export its coal. Disruptions, capacity constraints or cost increases may affect its ability to deliver coal to customers, and under long-term 'take or pay' contracts the Group may be required to pay for contracted capacity even if it is not used.	Sections 5.2.1.21 and 5.2.1.22
1.5.2.10. Resource and reserve estimates	Coal Resources and Reserves are estimates which involve inherent uncertainty and may be revised. If actual reserves, or the rate or cost at which they are recovered, differ from estimates, the Group's financial condition and results of operations may be adversely affected.	Section 5.2.1.19

Topic	Summary	Further information
1.5.2.11. Indebtedness and access to funding	As at 31 July 2026, the Group had total borrowings of $389.2 million, which will increase if the Malabar Acquisition is implemented. The Group may incur further indebtedness (subject to the restriction on incurring senior indebtedness in the Hybrid Securities Terms) and may not be able to obtain additional funding or refinance on acceptable terms, including because of restrictions by financial institutions on lending to the coal sector.	Sections 5.2.2.3 and 5.2.2.4

Sustainability and climate-related risks

As a coal mining company, New Hope's corporate strategy, business model and prospects are influenced by sustainability-related considerations, including climate-related risks and opportunities. The Group's approach to identification, management and adaptation to material climate-related transition risks for the Group is consistent with its overall enterprise risk management approach. The Group's approach to managing these risks, and its climate-related financial disclosures under AASB S2, are described in Section 3.10 (Sustainability) and the related risk factors in Sections 5.2.1.5 and 5.2.1.6.

1.6. What is the Offer and how do I apply?

Topic	Summary	Further information
1.6.1. How is the Offer structured and who can apply?	The Offer comprises: • an Institutional Offer made to Wholesale Investors that have been invited to participate in the Institutional Offer by the Arranger ("**Institutional Investors**"); and • a Broker Firm Offer made to Australian resident Retail Investors that fall within the Target Market and Wholesale Investors who have received a firm allocation from their Syndicate Broker to participate in the Broker Firm Offer. No general public offer of Hybrid Securities will be made under the Offer. Members of the public, including existing shareholders of New Hope, wishing to apply for Hybrid Securities under the Offer must do so through a Syndicate Broker with a firm allocation of Hybrid Securities under the Broker Firm Offer.	Section 6
1.6.2. Is the Offer underwritten?	The Offer is not underwritten.	Section 6
1.6.3. Are there any circumstances where the Offer will not proceed?	The Offer is subject to approval by ASX for official quotation of the Hybrid Securities. In addition, the Company reserves the right, subject to the Corporations Act and the ASX Listing Rules, to withdraw the Offer at any time before the issue of the Hybrid Securities. If the Offer does not proceed for any reason, all Application Payments will be refunded (without interest) to the Applicants as soon as reasonably practicable.	Section 6
1.6.4. When is the Offer Period?	The Offer opens on 24 November 2026. The Broker Firm Offer closes at 5:00pm on 9 December 2026.	Key dates and Section 6

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Topic	Summary	Further information
1.6.5. Is there a minimum Application size?	Applications must be for a minimum of 50 Hybrid Securities ($5,000) and, after that, in multiples of 10 Hybrid Securities ($1,000).	Section 6.4.1
1.6.6. How can I apply under the Broker Firm Offer?	Broker Firm Applicants must contact their Syndicate Broker.	Sections 6.4.3 – 6.5
1.6.7. When to apply under the Broker Firm Offer?	Your Application Form and your payment must be received by the Closing Date, expected to be 5:00pm on 9 December 2026. You must contact your Syndicate Broker for information on how to submit the Application Form. The Broker Firm Offer may close early so you are encouraged to submit your Application Form as soon as possible after the Opening Date.	Section 6.5
1.6.8. How will Hybrid Securities be allocated?	Allocations under the Institutional Offer and Broker Firm Offer will be agreed by the Company and the Arranger. The allocation policy is described in Section 6.6.2.	Section 6.6.2
1.6.9. Is there brokerage, commission or stamp duty payable?	No brokerage, commission or stamp duty is payable on your Application. You may be required to pay brokerage (but will not have to pay any stamp duty) if you sell your Hybrid Securities on ASX after Hybrid Securities have been quoted on ASX.	Section 6.5.3
1.6.10. What are the tax implications of investing in Hybrid Securities?	A general description of the Australian taxation consequences of investing in Hybrid Securities is set out in Section 7.	Section 7
1.6.11. When will I receive confirmation that my Application under the Broker Firm Offer has been successful?	Following the issue of Hybrid Securities, successful Applicants will receive a Holding Statement setting out the number of Hybrid Securities issued to them under the Offer. It is expected that Holding Statements will be dispatched to successful Applicants on or about 17 December 2026.	Key dates and Section 6.7.3
1.6.12. When will the Hybrid Securities be issued?	The Company expects that the Hybrid Securities will be issued on 15 December 2026.	Key dates and Section 6.7.3
1.6.13. When will the Hybrid Securities begin trading?	The Company expects that the Hybrid Securities will commence trading on ASX on 16 December 2026 on a normal settlement basis.	Key dates and Section 6.7.4
1.6.14. When will the Holding Statements be dispatched?	The Company expects that the Holding Statements will be dispatched by 17 December 2026.	Key dates and Section 6.7.3

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Topic	Summary	Further information
1.6.15. Where can I find more information about the Offer?	If you have any questions in relation to the Offer, please contact your Syndicate Broker or other qualified professional adviser who is licensed by ASIC to give such advice.	Sections 6.7 and 6.10

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02

ABOUT THE HYBRID SECURITIES

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2. About the Hybrid Securities

This section is intended to provide information about key features of the Hybrid Securities. Where indicated, more detailed information is provided in other sections of this Prospectus.

2.1. Distributions

Topic	Summary	Relevant clause in Hybrid Securities Terms
2.1.1. What are Distributions?	Hybrid Securities are deferrable floating rate securities. Distributions are scheduled to be paid quarterly in arrears on the Distribution Payment Dates for each Distribution Period, so long as Hybrid Securities remain on issue. Distributions are expected to be franked at the same rate as dividends on the NHC Ordinary Shares. Holders should be aware that the potential value of any franking credit does not accrue at the same time as the receipt of any Distribution and the ability of a Holder to use franking credits will depend on the individual tax position of each Holder. If a Distribution is not fully franked, the cash amount will be increased to account for the unfranked portion of such Distribution. The Company may determine in its sole discretion whether to pay all or part of a Distribution which is payable on a Distribution Payment Date. A Distribution which is not paid is known as a "Deferred Distribution". Deferred Distributions are cumulative and compounding. Additional distributions will accrue on each Deferred Distribution at the relevant Distribution Rate applicable to the Hybrid Securities and will be added to such Deferred Distribution on each Distribution Payment Date and thereafter accumulate additional distributions accordingly. The Company may elect to pay a Deferred Distribution on any date, and each Deferred Distribution will become due and payable on the earliest to occur of the Compulsory Payment Events outlined in Section 2.1.13. Those events may not occur, which means that Deferred Distributions may never be paid. Non-payment of Distributions will not constitute a default by the Company or a breach of its obligations under the Hybrid Securities Terms or for any other purpose.	Clause 3
2.1.2. How will the Distribution Rate be calculated?	The Distribution Rate for each Distribution Period will be: **Distribution Rate = (BBSW Rate + Margin) x (1 – Tax Rate)** See below for descriptions of "BBSW Rate", "Margin" and "Tax Rate": • **BBSW Rate** has the meaning given in Section 2.1.5. • **Margin** (expressed as a percentage per annum) means the margin determined under the Bookbuild (expected to be 4.00%), subject to being increased from the Step-up Date if the Hybrid Securities are outstanding on that date or pursuant to a Change of Control Event as described below if the Hybrid Securities are not Redeemed.	Clauses 3.1 and 3.2

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Topic	Summary	Relevant clause in Hybrid Securities Terms
	• **Tax Rate** (expressed as a decimal) means the Australian corporate tax rate applicable to the franking account of the Company at the relevant Distribution Payment Date, currently 30%. If (i) the Hybrid Securities remain outstanding following the Step-up Date, the then prevailing Margin will be increased by 5.00% per annum from and including the Step-up Date (being 15 December 2031) or (ii) a Change of Control Event occurs and the Hybrid Securities are not Redeemed by the Company following that Change of Control Event, the then prevailing Margin will be increased once by a further 5.00% per annum (**"Change of Control Step-up"**) with effect from (and including) the 15th Business Day following the date on which that Change of Control Event occurred (the **"Change of Control Step-up Date"**). The increases in (i) and (ii) above will be applied cumulatively.	
2.1.3. How will the Distribution be calculated for each Distribution Payment Date?	Distributions scheduled to be paid on each Distribution Payment Date on each Hybrid Security will be calculated using the following formula: $$Distribution\ Rate \times Face\ Value \times \frac{\mathbf{N}}{\mathbf{365}}$$ where: • **Distribution Rate** is the rate (expressed as a percentage per annum) calculated as set out in Section 2.1.2; and • **N** means the number of days in the Distribution Period calculated as set out in the Hybrid Securities Terms. For a Distribution Period of 91 days, if the Distribution was fully franked, the applicable BBSW Rate was 4.95% per annum and the Margin was 4.00% per annum, then for that Distribution Period, the Distribution on each Hybrid Security would be calculated as follows:	Clause 3.1

BBSW Rate	4.9500%	per annum
Plus Margin	4.0000%	per annum
Gross rate (BBSW Rate + Margin)	8.9500%	per annum
Multiplied by (1 – Tax Rate (30%))	x 0.70	
Distribution Rate	**6.2650%**	**per annum**
Multiplied by the Face Value	x $100	
Multiplied by the number of days in the Distribution Period (N)	x 91	
Divided by 365	÷ 365	
Fully franked cash Distribution payment on each Hybrid Security	**$1.5620**	
Franking credits on each Hybrid Security	**$0.6694**	

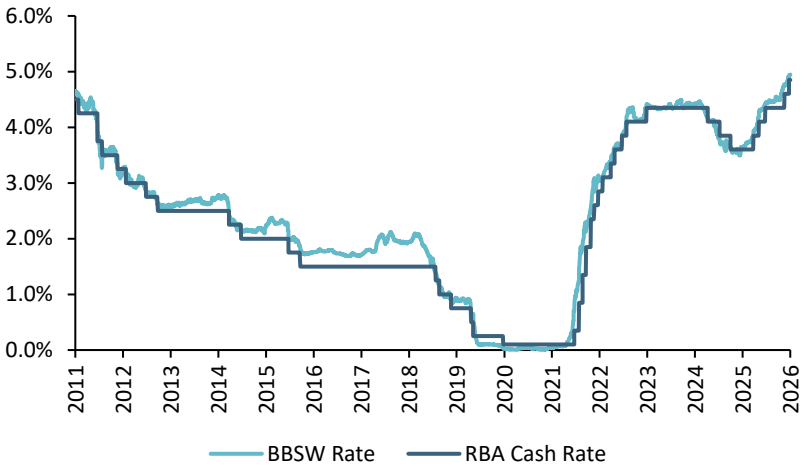
The above example is for illustrative purposes only and does not indicate, guarantee or forecast the actual cash Distribution payable and franking credits

Topic	Summary	Relevant clause in Hybrid Securities Terms
	for any Distribution Period. Actual cash Distributions and franking credits may be higher or lower than this example.	
2.1.4. Will Distributions be franked? What is the impact of franking credits?	Distributions are expected to be franked at the same rate as dividends on the NHC Ordinary Shares. The Company expects to frank dividends on NHC Ordinary Shares at 100% in the period in which the first Distribution on Hybrid Securities is scheduled to be paid. The level of franking of Distributions is affected by the level of the Company's available franking credits and distributable profits. If a Distribution is not fully franked, the cash Distribution amount received by Holders will be adjusted to account for the unfranked portion of such Distribution (see clause 3.6 of the Hybrid Securities Terms). If any Distribution is not fully franked, the Distribution will be calculated according to the following formula: $$\text{Distribution} = \text{D} \times \frac{1}{1 - [Tax\ Rate \times (1 - F)]}$$ where: • **D** means the Distribution calculated as set out in Section 2.1.3; • **F** is the applicable Franking Rate; and • **Tax Rate** is the Australian corporate tax rate applicable to the franking account of the Company at the relevant Distribution Payment Date. As at the date of this Prospectus, the Tax Rate is 30% (but that rate may change). If the Distribution was 75% franked and the Distribution Rate was 6.2650% per annum (as per the example in Section 2.1.3) and the Tax Rate was 30%, then the Distribution per Hybrid Security for that Distribution Period would be calculated as follows:	Clause 3.6

Distribution Rate	6.2650%	per annum
Multiplied by the Face Value	x $100	
Multiplied by the number of days in the Distribution Period (N)	x 91	
Divided by 365	÷ 365	
Subtotal	**$1.5620**	
$\times \frac{1}{1 - [30\% \times (1 - 75\%)]}$	x 1.0811	
Partially franked cash Distribution payment on each Hybrid Security	**$1.6886**	
Franking credits on each Hybrid Security	$0.5428	

Holders should be aware that the potential value of any franking credits does not accrue at the same time as the receipt of any cash Distribution. Holders

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Topic	Summary	Relevant clause in Hybrid Securities Terms
	should also be aware that the ability to use the franking credits, either as an offset to a tax liability or by claiming a refund after the end of the income year, will depend on the individual tax position of each Holder. If the corporate tax rate were to change, the cash amount of Distributions and the amount of any franking credits received would change. Holders should also be aware that the laws relating to the availability of franking may change. No adjustment will be made to a Redemption Distribution that is not fully franked. Holders should refer to the Australian taxation summary in Section 7 and seek professional advice in relation to their tax position.	
2.1.5. What is the BBSW Rate?	The BBSW Rate in respect of Distributions is the rate for prime bank eligible securities having a tenor closest to the Distribution Period published through information vendors on the first day of the relevant Distribution Period. The BBSW Rate is a benchmark floating interest rate for the Australian money market. It is calculated and published by ASX (or its successor) by reference to trading in prime bank eligible securities for the relevant tenor. It changes to reflect supply and demand in the cash and currency markets. Fallback procedures apply under the Hybrid Securities Terms if the BBSW Rate is not published by the usual time, is affected by an obvious error, or is otherwise subject to disruption (see further below). If the Company is unable to determine the applicable Distribution Rate in accordance with the Hybrid Securities Terms, the Distribution Rate for the Distribution Period will be the Distribution Rate applicable during the immediately preceding Distribution Period. Figure 3 illustrates the movement in the BBSW Rate and the RBA cash rate over the past 15 years. The three-month BBSW Rate on 13 November 2026 was 4.9437% per annum. **Figure 3: BBSW Rate (3-month) and RBA cash rate since 2011**  	Clauses 3.4 and 3.5

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Topic	Summary	Relevant clause in Hybrid Securities Terms
	The above graph is for illustrative purposes only and does not indicate, guarantee or forecast the actual BBSW Rate. The actual BBSW Rate may be higher or lower than the rates in the above graph and there is no guarantee that the BBSW Rate will be greater than zero throughout the life of Hybrid Securities. If the BBSW Rate is negative, then the Distribution Rate for each Distribution will be reduced by taking account of the negative value of that rate in the calculation of the Distribution Rate (but there is no obligation on Holders to pay the Company if the Distribution Rate were to become negative). If the Company determines that a Rate Disruption Event has occurred, then the Company will use as the BBSW Rate such Alternative Rate as it may determine and will make such adjustments to the Hybrid Securities Terms as it determines are reasonably necessary to calculate Distributions in accordance with such Alternative Rate. In making these determinations, the Company is required to act in good faith and in a commercially reasonable manner after consultation with such sources of market practice as it considers appropriate. A **"Rate Disruption Event"** will occur if the Company determines, after consultation with such sources of market practice as it considers appropriate, that the BBSW Rate has been discontinued or otherwise ceased to be calculated or administered, or is no longer generally accepted in the Australian market as a reference rate appropriate to floating rate debt securities of a tenor and Distribution Period comparable to the Hybrid Securities. Any **"Alternative Rate"** would be the rate that is generally accepted in the Australian market as the successor to the BBSW Rate (or if the Company is not able to ascertain such a rate, or there is no such rate, the rate would be a reference rate which is appropriate for securities such as the Hybrid Securities or such other rate as the Company considers appropriate as a replacement for the BBSW Rate having regard to comparable indices).	
2.1.6. When are the Distribution Payment Dates?	The first Distribution Payment Date is 15 March 2027. Subsequent Distribution Payment Dates are 15 March, 15 June, 15 September and 15 December in each year. If the Hybrid Securities are Redeemed, the Redemption Date will also be a Distribution Payment Date. If any of these dates is not a Business Day, then the Distribution Payment Date will be the next Business Day.	Clause 3.8
2.1.7. Does the Company have discretion as to whether to pay Distributions?	Yes. The Company may determine in its sole discretion whether to pay all or part of a Distribution which is payable on a Distribution Payment Date. The Company will notify the Trustee, the Registrar and ASX of any determination not to pay all or part of a Distribution (including the amount of the resulting Deferred Distribution) not less than 15 Business Days prior to the relevant Distribution Payment Date. If the Company decides not to pay all or part of a Distribution which is payable on a Distribution Payment Date, such Distribution (or part of such Distribution)	Clauses 4.1 and 4.4

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Topic	Summary	Relevant clause in Hybrid Securities Terms
	(a **"Deferred Distribution"**, for so long as it remains unpaid) is not payable until the Company elects to pay it or the earliest Compulsory Payment Event occurs. A Compulsory Payment Event may never occur, and as a result Deferred Distributions may never be paid. Non-payment of Distributions under clause 4.1 of the Hybrid Securities Terms will not constitute a default by the Company or a breach of its obligations under the Hybrid Securities Terms or for any other purpose. Deferred Distributions are cumulative. Additional distributions will accrue on each Deferred Distribution at the relevant Distribution Rate applicable to the Hybrid Securities. The Company may elect to pay the Deferred Distribution Amount at any time on the giving of at least five and not more than 15 Business Days' prior notice to the Trustee, the Registrar and the ASX. The Company must pay such Deferred Distribution in certain circumstances as set out in Section 2.1.13 below, which may never occur, and as a result Deferred Distributions may never be paid. See Section 2.1.14 below for how the Deferred Distribution Amount is calculated.	
2.1.8. Are Deferred Distributions cumulative?	Yes. Deferred Distributions are cumulative. Additional distributions will accrue on each Deferred Distribution: (a) at the Distribution Rate applicable to the Hybrid Securities; and (b) from (and including) the date on which (but for such deferral) the Deferred Distribution would otherwise have been due to (but excluding) the date the Deferred Distribution Amount is paid.	Clause 4.1(e)
2.1.9. Are Deferred Distributions compounding?	Yes, additional distributions accrued on each Deferred Distribution will be added to such Deferred Distribution on each Distribution Payment Date and thereafter accumulate additional distributions accordingly.	Clause 4.1(e)
2.1.10. What are the consequences of non-payment of a Deferred Distribution?	For so long as any Deferred Distribution remains outstanding after the date which is 20 Business Days following the relevant Distribution Payment Date, the Company will be subject to the Dividend and Capital Stopper until the Deferred Distribution amount has been paid in full. Non-payment of Distributions under clause 4.1 of the Hybrid Securities Terms will not constitute a default by the Company or a breach of its obligations under the Hybrid Securities Terms or for any other purpose.	Clauses 4.1 and 4.2
2.1.11. What is the Dividend and Capital Stopper?	Clause 4.2 of the Hybrid Securities Terms provides that if: • the Step-up Date has occurred and each Hybrid Security has not been Redeemed; or • some or all of a Distribution is deferred and such Deferred Distribution has not been paid in full by the date which is 20 Business Days following the relevant Distribution Payment Date,	Clause 4.2

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Topic	Summary	Relevant clause in Hybrid Securities Terms
	then, from the Step-up Date or the date which is 20 Business Days following the relevant Distribution Payment Date (as applicable) until the date on which each Hybrid Security has been Redeemed or all Deferred Distributions have been paid in full (as applicable), the Company will not: • declare, determine to pay or pay any discretionary dividend or distribution, discretionary principal, interest, fee or other amount on, any classes of share capital (including preference shares (if any)) of the Company or any Equal Ranking Obligations of the Company (a **"Discretionary Distribution"**); or • make any discretionary redemption, purchase, buy-back, repayment or prepayment, or any discretionary capital return in relation to, any classes of share capital (including preference shares (if any)) of the Company or any Equal Ranking Obligations of the Company (a **"Capital Return"**).	
2.1.12. Exceptions to the Dividend and Capital Stopper	The restrictions on a Discretionary Distribution or a Capital Return do not apply: • to a Capital Return in connection with any employee incentive or share plans of the Company; • to payments made with respect to any Equal Ranking Obligations of the Company which the Company does not have the discretion to defer or not pay; and • to the extent that at the time a Distribution has not been paid on the relevant Distribution Payment Date, the Company is legally obliged to pay on or after that date a Discretionary Distribution or make on or after that date a Capital Return.	Clause 4.3
2.1.13. When do Deferred Distributions become payable?	The Deferred Distribution Amount will become due and payable, and the Company must pay the Deferred Distribution Amount on the earliest to occur of the following dates (each being a **"Compulsory Payment Event"**): (a) the next Distribution Payment Date on which all or part of a Distribution is paid on the Hybrid Securities; (b) the date on which the Company declares, determines to pay or pays a Discretionary Distribution or makes a Capital Return, other than in the circumstances set out in Section 2.1.12; or (c) the date on which some or all of the Hybrid Securities are Redeemed. A Compulsory Payment Event may never occur, and as a result Deferred Distributions may never be paid.	Clause 4.4
2.1.14. How is the Deferred Distribution Amount calculated?	Deferred Distributions (plus all additional distributions which accrue on such Deferred Distribution) are initially calculated assuming a Franking Rate of 0%. The Deferred Distribution Amount payable on a Compulsory Payment Event is the aggregate of each Deferred Distribution (plus all additional distributions	Clauses 3.6(b) and 4.4(c)

Topic	Summary	Relevant clause in Hybrid Securities Terms
	which accrue on such Deferred Distribution) multiplied by the Deferred Distribution Franking Adjustment Factor, where: **Deferred Distribution Franking Adjustment Factor** is: $$\frac{(1 - \text{Tax Rate})}{1 - [\text{Tax Rate x } (1 - F)]}$$ where: **Tax Rate** (expressed as a decimal) means the Australian corporate tax rate applicable to the franking account of the Company at the date of payment of the Deferred Distribution Amount; and **F** means the applicable Franking Rate at the date of payment of the Deferred Distribution Amount.	
2.1.15. If a Distribution is paid, how will it be paid?	If a Distribution is to be paid, it will be paid to Holders whose details are recorded in the Register at 7:00pm (Sydney time) (or such other time as may be prescribed by the ASX), on the relevant Record Date. Distributions and any other amount payable in respect of a Hybrid Security may be paid in any manner in which cash may be paid as the Company decides, including by any method of direct credit determined by the Company. Where no account is specified by a Holder, or where the Company attempts to pay the relevant amount and the transfer is unsuccessful, the amount the Company attempted to pay will be held by the Company for the Holder in a non-interest bearing deposit account with a bank selected by the Company. The Hybrid Securities Terms include detailed provisions for the payment of Distributions – see clause 10 of the Hybrid Securities Terms.	Clause 10
2.1.16. Are any deductions made on the Distributions?	The Company may deduct from any amount payable under the Hybrid Securities Terms any withholding or other tax, duty or levy required by any applicable law to be deducted in respect of such amount, or on account of FATCA. The Company is not required to pay an additional amount where it has made a deduction as described above.	Clause 11

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2.2. Optional Redemption by the Company

Topic	Summary	Relevant clause in Hybrid Securities Terms
2.2.1. When may the Company choose to Redeem the Hybrid Securities?	The Company may, on any date after the Issue Date, by giving not less than 15 Business Days' and not more than 50 Business Days' notice, Redeem all or some (pro rata across Holders) of the Hybrid Securities. For the avoidance of doubt, the Company may make more than one Redemption. The Company may also Redeem all (but not some only) Hybrid Securities following the occurrence of: (i) a Tax Event; (ii) an Accounting Event; (iii) a Change of Control Event; or (iv) a Substantial Repurchase Event. Following a Tax Event or an Accounting Event, the Redemption Date will be the last Business Day of the month following the month in which the Redemption Notice is given (unless the Company determines an earlier date having regard to the best interests of Holders as a whole and the relevant event). Following a Change of Control Event, the Redemption Date must be no earlier than 10 Business Days after the Redemption Notice is given and no later than the Change of Control Step-up Date. Following a Substantial Repurchase Event, the Redemption Date must be no earlier than 30 and no more than 60 calendar days after the Redemption Notice is given.	Clauses 6.1 and 6.2
2.2.2. What will I receive if my Hybrid Security is Redeemed?	In the case of Redemption at the option of the Company, Holders will receive an amount equal to the Face Value (**"Redemption Amount"**) plus the Redemption Distribution on the Redemption Date. A Redemption Distribution will be between nil and $5.00 per Hybrid Security Redeemed, depending on the event which has triggered the Redemption of the Hybrid Securities or the date of Redemption as follows:	Clauses 6, 7 and 10

Redemption Event	Redemption Distribution per Hybrid Security
Accounting Event	$1.00
Change of Control Event	$1.00
Substantial Repurchase Event	Nil
Tax Event	Nil

From (and including)	To (but excluding)	Redemption Distribution per Hybrid Security
Issue Date	12 months after Issue Date	$5.00
12 months after Issue Date	24 months after Issue Date	$3.00

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Topic	Summary			Relevant clause in Hybrid Securities Terms
	24 months after Issue Date	36 months after Issue Date	$2.00	
	36 months after Issue Date	48 months after Issue Date	$1.00	
	48 months after Issue Date	Any time thereafter	Nil	
	In each case, the Redemption Amount plus the Redemption Distribution will be paid together with (i) any Distributions accrued up to (but excluding) the Redemption Date, (ii) any outstanding Deferred Distributions and (iii) any other amounts unpaid pursuant to the Hybrid Securities Terms to the person shown as the Holder in the Register at the relevant time (being a time determined by the Company and notified to ASX (or such other time as may be prescribed by ASX)) on the Redemption Date. Redemption Distributions are expected to be franked at the same rate as dividends on NHC Ordinary Shares. If a Redemption Distribution is not fully franked, the cash amount payable to Holders will not be increased. See clauses 6, 7 and 10 of the Hybrid Securities Terms for further detail relating to Redemption of the Hybrid Securities and payments in respect of Hybrid Securities.			
2.2.3. What will happen if a Change of Control Event occurs?	The Company has the right to Redeem the Hybrid Securities upon the occurrence of a Change of Control Event. Following the first occurrence of a Change of Control Event, unless the Hybrid Securities are Redeemed by the Company following the Change of Control Event, the then prevailing Margin will increase by 5.00% per annum with effect from (and including) the 15th Business Day following the date on which the relevant Change of Control Event occurred to (but excluding) the date on which the Hybrid Security is Redeemed in full. The Margin will not increase by reason of any subsequent Change of Control Event. The Distribution for the Distribution Period in which the Change of Control Step-up Date falls will be increased to reflect the Change of Control Step-up for the days remaining in that Distribution Period on and from that date.			Clause 3.2
2.2.4. What are the consequences of the Hybrid Securities not being Redeemed?	The Company has no obligation to Redeem the Hybrid Securities, however if the Hybrid Securities are still outstanding after the Step-up Date, being 15 December 2031, the Company will be subject to the Dividend and Capital Stopper described in Section 2.1.11 even if no Deferred Distributions are outstanding, until all Hybrid Securities are Redeemed. As described above, if the Hybrid Securities remain outstanding following the Step-up Date, the then prevailing Margin will be increased by 5.00% per annum from and including the Step-up Date.			Clause 4.2

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Topic	Summary	Relevant clause in Hybrid Securities Terms
2.2.5. What is a Tax Event?	**"Tax Event"** means, broadly, the receipt by the Directors of an opinion from a reputable legal counsel or other tax adviser in Australia experienced in such matters to the effect that, as a result of a change in, or amendment to, the laws in force in Australia affecting taxation (or any change in their application or official or judicial interpretation) which becomes effective on or after the Issue Date and which the Company did not expect on the Issue Date, there is more than an insubstantial risk, which the Company determines in its absolute discretion to be unacceptable, that any Distribution or Deferred Distribution would not be a frankable distribution or that the Company would be exposed to a more than insignificant increase in its costs, charges and expenses in relation to Hybrid Securities.	Clause 6 and 14.2 (*Definitions*)
2.2.6. What is an Accounting Event?	An **"Accounting Event"** means the Hybrid Securities on issue cease to be treated to the full extent of the accounting carrying value attributable to them as equity for the purposes of the Financial Statements.	Clause 6 and 14.2 (*Definitions*)
2.2.7. What is a Change of Control Event?	A **"Change of Control Event"** means, broadly, that: • an unconditional takeover bid is made to acquire all or some of NHC Ordinary Shares and the bidder has a relevant interest (as defined in the Corporations Act) in more than 50% of the NHC Ordinary Shares on issue; or • a court orders one or more meetings to be convened to approve a scheme of arrangement under Part 5.1 of the Corporations Act, which when implemented, will result in a person other than the Company having a relevant interest (as defined in the Corporations Act) in more than 50% of the NHC Ordinary Shares that will be on issue after the scheme is implemented and such scheme has become or has been declared unconditional in all respects; and • all necessary regulatory and shareholder approvals for the takeover bid or the scheme of arrangement (as applicable) have been obtained. If there is a change of control of the Company whereby it is replaced as the ultimate holding company of the Group by an Approved Successor (see Section 1.1.13), such a change of control will not constitute a Change of Control Event (and the consent of Holders to such a change of control will not be required). In these circumstances, the Company is replaced as issuer by the Approved Successor, which assumes all of the Company's obligations under the Hybrid Securities Terms.	Clause 6 and 14.2 (*Definitions*)
2.2.8. What does a substantial repurchase mean?	A **"Substantial Repurchase Event"** means the Company or any other member of the Group has, individually or in aggregate, purchased (and not resold) Hybrid Securities equal to or in excess of 75% of the aggregate Face Value amount of the Hybrid Securities issued on the Issue Date.	Clause 6 and 14.2 (*Definitions*)
2.2.9. Can I request Redemption?	No, Holders do not have a right to request Redemption of any Hybrid Security.	Clause 8.2(a)

Topic	Summary	Relevant clause in Hybrid Securities Terms
2.2.10. Can New Hope buy Hybrid Securities on ASX?	Yes. The Company or any member of the Group may purchase Hybrid Securities at any time and at any price. Any Hybrid Security purchased by or on behalf of the Company shall be cancelled.	Clause 13.9

2.3. Ranking and Subordination

Topic	Summary	Relevant clause in Hybrid Securities Terms
2.3.1. Hybrid Securities are described as "unsecured". What does this mean?	The Company's obligations (including payment obligations) under the Hybrid Securities are not secured by a mortgage, charge or other security over any of the Company's assets.	Clauses 2.1 and 2.6
2.3.2. Hybrid Securities are described as "subordinated". What does this mean and how will Hybrid Securities rank in a winding-up of the Company?	If an Insolvency Event occurs in relation to the Company (otherwise than for the purposes of a Solvent Reorganisation of the Company), the claims of Holders for payment of the Redemption Amount will be subordinated to the claims of Senior Creditors (which would include secured creditors, unsecured senior ranking creditors (including holders of the unsecured Convertible Notes) and holders of any subordinated debt of the Company which is not an Equal Ranking Obligation), which means that Holders' claims will only be met if there are sufficient assets after the claims of Senior Creditors have been satisfied. Holders' claims would rank equally among themselves and with holders of Equal Ranking Obligations (such that any payments would be made on a pro rata basis among them) and senior to the Company's obligations to holders of any class of its shares (including preference shares, if any).	Clauses 2.2 and 2.3
2.3.3. What will be payable to Holders in a winding-up or liquidation of the Company?	In a winding-up or liquidation of the Company (or other process following an Insolvency Event), the Trustee (on behalf of Holders) may prove in the winding-up or claim in the liquidation for payment of the Redemption Amount, the relevant Redemption Distribution (if any) and other amounts due but unpaid under the Hybrid Securities. The Trustee's claim will be subordinated such that the debts owing by the Company to Senior Creditors will be paid before any amount is paid in relation to the Hybrid Securities. The claims of the Holders will rank equally with the claims of holders of Equal Ranking Obligations of the Company, such that if their claims are able to be paid, they will be paid on a pro rata basis with the claims of Holders (acting through the Trustee). If on a winding-up or liquidation of the Company, there is a shortfall of funds such that the Company is unable to pay all claims ranking higher than or	Clauses 2.2, 2.3 and 12.4

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Topic	Summary	Relevant clause in Hybrid Securities Terms
	equally with claims of Holders of Hybrid Securities, Holders will lose all or some of their investment.	
2.3.4. Protection against incurrence of senior indebtedness	To provide Holders with some protection against excessive incurrence of senior indebtedness that would rank ahead of Hybrid Securities in a winding-up or liquidation of the Company, the Hybrid Securities Terms restrict the Company from incurring additional senior indebtedness if incurring such indebtedness would cause (i) the Senior Net Leverage Ratio on such day to exceed 2.50x and (ii) total Net Debt to exceed $600 million. This restriction is designed to limit the quantum of senior claims ranking ahead of Hybrid Securities. However, Holders should note that: • this restriction contains certain exceptions for Permitted Debt; • this restriction does not restrict the Company from issuing Equal Ranking Obligations; • the covenant does not restrict dividends, capital reductions or buy-backs in respect of NHC Ordinary Shares (although there are Dividend and Capital Stopper provisions which apply if a Deferred Distribution on the Hybrid Securities has not been paid in full by the date which is 20 Business Days following the relevant Distribution Payment Date or if the Hybrid Securities are not Redeemed on or before the Step-up Date); and • as at 31 July 2026, the Company's Senior Net Leverage Ratio was not meaningful, as the Group had net cash of $95.5 million. For full details of this restriction, see Section 2.4.2.	Clause 5
2.3.5. Illustration of ranking of the Company's obligations in respect of existing debt instruments, hybrid instruments and equity upon a winding-up or liquidation	The figure below illustrates how Hybrid Securities would rank upon a winding-up or liquidation of the Company. In the figure, a 'higher ranking' claim is one which will be paid out of the Company's available assets in a winding-up or liquidation before claims with a lower ranking. It may be that lower ranking securityholders, including Holders, will be paid only part or none of the amounts owing to them, as there may be insufficient assets remaining to make such payments after higher ranking claims have been paid. **Figure 4: How Hybrid Securities would rank upon a winding-up or liquidation of the Company**	Clause 2

	Existing debt instruments, hybrid instruments and equity
Higher ranking	Secured liabilities and liabilities preferred by law (including employee entitlements)
	Unsubordinated and unsecured debt, including unsecured Convertible Notes, and subordinated debt that is not an Equal Ranking Obligation
	Hybrid Securities
	NHC preference shares (if any)
Lower ranking	NHC Ordinary Shares

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2.4. Other

Topic	Summary	Relevant clause in Hybrid Securities Terms
2.4.1. Can the Company issue further Hybrid Securities or other instruments?	The Company reserves the right to issue any securities which rank equally with Hybrid Securities (on the same terms or otherwise) or rank in priority or junior to Hybrid Securities or incur or guarantee any indebtedness upon such terms as the Company may think fit in its sole discretion, subject to the restriction on incurrence of senior indebtedness described in Section 2.4.2. Other than the Dividend and Capital Stopper, nothing in the Hybrid Securities Terms limits the ability of the Company or any other member of the Group from redeeming, converting, buying back, returning or distributing capital in respect of any share capital or any other securities of any kind, whether ranking behind, equally with or in priority to the Hybrid Securities. Hybrid Securities do not confer on Holders any right to: • vote at a meeting of shareholders of the Company; • subscribe for new securities in the Company or to participate in any bonus issues of securities of the Company; or • otherwise participate in the profits or property of the Company.	Clauses 1.8, 13.1(b) and 13.8
2.4.2. Limit on incurrence of incremental senior indebtedness	The Company must not, and must ensure that each other member of the Group does not, incur any financial indebtedness which ranks senior in priority to the Hybrid Securities (other than Permitted Debt), if incurring such financial indebtedness would cause (i) the Senior Net Leverage Ratio on such day to exceed 2.50x and (ii) total Net Debt to exceed $600 million. **Permitted Debt** means: • financial indebtedness incurred exclusively for the purpose of repaying other financial indebtedness, and which is applied in full for that purpose within 60 days of such incurrence; • financial indebtedness incurred in connection with the acquisition of a business which, on the date of such acquisition on a pro-forma basis, reduces the Senior Net Leverage Ratio; • financial indebtedness assumed in connection with the acquisition of a business as a result of consolidation of the financial liabilities of the target, provided that such financial indebtedness was not incurred by the target in contemplation of, or in connection with, such acquisition by the Group; and • any other financial indebtedness in the ordinary course of business where the total amount outstanding does not exceed $25,000,000 (or its equivalent) in aggregate for the Group. **Senior Net Leverage Ratio** on any date means A divided by B, where: **A** = the aggregate amount of consolidated Net Debt of the Group on that date. **B** = the consolidated Underlying EBITDA of the Group in respect of the 12 month period ending on the most recent quarter end for which quarterly consolidated unaudited financial statements of the Group have been prepared. This provision does not restrict the Company from:	Clause 5

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Topic	Summary	Relevant clause in Hybrid Securities Terms
	• issuing additional Hybrid Securities or other Equal Ranking Obligations; or • paying dividends on or returning capital in respect of NHC Ordinary Shares or any other classes of share capital (although there are Dividend and Capital Stopper provisions which apply if the Hybrid Securities remain outstanding following the Step-up Date or a Deferred Distribution has not been paid in full by the date which is 20 Business Days following the relevant Distribution Payment Date).	
2.4.3. What voting rights do Hybrid Securities carry?	A Holder has no right to attend or vote at any general meeting of the shareholders of the Company. Holders of Hybrid Securities may vote at meetings for Holders in accordance with the Trust Deed.	Clause 13.1, and clause 15 and Schedule 2 (*Meeting Provisions*) of the Trust Deed
2.4.4. Can the Company amend the Hybrid Securities Terms and the Trust Deed?	Subject to complying with all applicable laws and to having the approval of the Trustee (which must not be unreasonably withheld or delayed), the Company may amend the Hybrid Securities Terms and Trust Deed without the approval of Holders, in certain circumstances. These may include amendments (which may affect the rights of Holders): • of a formal, technical or minor nature; • made to cure any ambiguity or correct any manifest error; • necessary or expedient for the purpose of enabling the Hybrid Securities to be listed for quotation, or to retain quotation, on ASX (or any other securities exchange) or their offering for sale; • necessary to comply with the provisions of any statute, the requirements of any statutory authority or the ASX Listing Rules (or the listing or quotation requirements of any securities exchange); • to dates or time periods stated, required or permitted in connection with any Redemption, or to give effect to a successor or alternative rate for the BBSW Rate; • to align the Hybrid Securities Terms with any Equal Ranking Obligations issued after the Issue Date, or to amend the definition of "Equal Ranking Obligations" on account of the issue of capital instruments of the Group, in each case where the Company is of the reasonable opinion that the amendment will not, taken as a whole and together with all other amendments made at the same time, be materially prejudicial to the interests of Holders as a whole; or • in any other case, that, in the Company's reasonable opinion, will not, taken as a whole and together with all other amendments made at the same time, be materially prejudicial to the interests of Holders as a whole. For the full list of amendments which may be made without Holder consent see clause 13.2 of the Hybrid Securities Terms. For amendments of the kinds described in the last two items above, the Company must give the Trustee notice of the proposed amendment, with its reasoning, at least 30 days (or such other period as the Trustee, acting reasonably, accepts) before making it.	Clauses 13.2 and 13.3

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Topic	Summary	Relevant clause in Hybrid Securities Terms
	If the Trustee, acting reasonably, notifies the Company within 10 Business Days that it considers the amendment may be materially prejudicial to the interests of Holders as a whole, the Company may not make the amendment unless Holders pass a resolution in favour of it under clause 13.3. For other amendments without Holder consent, the Company must notify the Trustee no later than 5 Business Days before making the amendment. The Company may also, with the Trustee's approval, amend the Hybrid Securities Terms and Trust Deed if the amendment has been approved by a Special Resolution.	
2.4.5. Are the Company determinations binding?	Except where there is fraud or a manifest error, calculations, elections and determinations made by the Company under the Hybrid Securities Terms are binding on Holders.	Clause 10.9
2.4.6. Trustee and Trust Deed	The Company has appointed Equity Trustees Limited (ABN 46 004 031 298) as trustee for Holders pursuant to the Trust Deed, as required by Chapter 2L of the Corporations Act. The Trustee holds certain rights in relation to Hybrid Securities on trust for Holders under the Trust Deed. In certain circumstances, the Trustee will act on behalf of Holders. Under the Trust Deed, the Trustee holds on trust for Holders the right to enforce any obligations of the Company under the Hybrid Securities Terms and the Trust Deed, including the financial covenant restricting incurrence of senior indebtedness as described in Section 2.4.2. The Trustee will be entitled to take any action to enforce any obligations of the Company, subject to the Hybrid Securities Terms and the Trust Deed. The Trustee is not required to take action to enforce the Hybrid Securities Terms and Trust Deed unless it has been directed to do so by Special Resolution of Holders or so requested in writing by, in aggregate, Holders holding Hybrid Securities representing at least 10% of the aggregate Face Value of the Hybrid Securities then outstanding, it is indemnified and/or placed in funds to its reasonable satisfaction and the action is permitted under the Transaction Documents and is not prohibited by law. A Holder is entitled to proceed directly against the Company to enforce a right or remedy in respect of a Hybrid Security or under the Trust Deed if the Trustee has become entitled and bound to proceed but fails to do so within 21 days of having become bound to proceed, and such failure is continuing. Any such proceeding must be brought in the name of the Holder and not the Trustee. Under the Trust Deed, the Company must establish and maintain, or procure the establishment and maintenance, of the Register. The Trust Deed also includes provisions for meetings of Holders. Holders will be bound by the terms of the Trust Deed and the Hybrid Securities Terms when Hybrid Securities are issued or transferred to them or they purchase Hybrid Securities. Section 8.13.2 contains a summary of the principal provisions of the Trust Deed.	Clause 12 and the Trust Deed generally

Topic	Summary	Relevant clause in Hybrid Securities Terms
	A copy of the Trust Deed can be obtained from www.newhopegroup.com.au/investors/hybridsecurities/.	
2.4.7. What are the taxation implications of investing in Hybrid Securities?	The taxation implications of investing in Hybrid Securities will depend on an investor's individual circumstances. Prospective investors should obtain their own taxation advice. A general outline of the Australian taxation implications for certain investors is included in the Australian taxation summary in Section 7.	Section 7
2.4.8. Will Hybrid Securities be rated?	The Company has not sought a credit rating for Hybrid Securities.	N/A
2.4.9. What are the Enforcement Events?	If one of the following events (being the Enforcement Events) occurs, the Trustee will have the right to commence a winding-up of the Company or prove in the winding-up (or claim in the liquidation) of the Company: • the Company does not pay any amount due and payable under the Hybrid Securities Terms in full within 10 Business Days of its due date; or • an order is made (other than an order successfully appealed or permanently stayed within 21 calendar days of it being made) by a State or Federal Court in the Commonwealth of Australia or an effective resolution is passed by the shareholders of the Company for the winding-up of the Company (other than for the purposes of a Solvent Reorganisation of the Company). Deferral of any Distribution will not constitute an Enforcement Event (unless a Deferred Distribution Amount has become due and payable). Only the Trustee may enforce the provisions of the Trust Deed or the Hybrid Securities Terms unless it fails to do so within 21 days of becoming bound to do so and such failure is continuing, in which case any Holder may institute proceedings against the Company for the relevant remedy to the same extent. Any such proceeding must be brought in the name of the Holder and not the Trustee.	Clause 12

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03

ABOUT NEW HOPE

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3. About New Hope

3.1. Overview of New Hope

New Hope is a thermal coal producer headquartered in Brisbane, Queensland with operations in New South Wales and Queensland in Australia. In addition to coal production and exploration operations, New Hope also has business interests in port operations and agriculture. New Hope is listed on the ASX (ASX: NHC) with a market capitalisation of $4.4 billion [4] as of 13 November 2026.

3.2. Coal Portfolio

On an equity basis, New Hope produced 11.5 million tonnes of saleable thermal coal during FY 2026. Bengalla Mine and New Acland Mine's thermal coal products are well-established in the seaborne market and actively sought by customers. Bengalla Mine and New Acland Mine's thermal coal products include high energy content, low sulphur and low ash specifications coals. The majority of coal produced in New Hope's operations is exported to customers across thermal coal import markets including Japan, China, Taiwan, Malaysia, Vietnam, South Korea and Singapore.

New Hope's current coal portfolio comprises:

1. Bengalla Mine (80.00% owned by New Hope via the Bengalla Joint Venture), an open cut thermal coal mine located in the Hunter Valley, New South Wales, Australia ("**Bengalla Mine**"), which produced 10.2 million tonnes of saleable coal in FY 2026 (8.2 Mt being attributable to New Hope's 80% equity interest) and has the capacity to produce 13.4 million tonnes of 'run-of-mine' ("**ROM**") coal per annum (100% basis);
2. New Acland Mine (100.00% owned by New Hope), which is a thermal coal mine located in Acland, Queensland, Australia ("**New Acland Mine**"), which is in production ramp-up, having produced 3.3 million tonnes of saleable coal during FY 2026;
3. Malabar Resources Limited (25.97% owned by New Hope), which is an unlisted public company whose flagship asset is the Maxwell Underground Mine, located in the Hunter Valley, New South Wales, Australia ("**Malabar**") which commenced longwall production in April 2026 and is currently ramping up; and
4. other exploration and prospective development assets, which include, but are not limited to:
    a. West Muswellbrook Project ("**AL19**") (100.00 % owned by New Hope), which is located in the Hunter Valley, New South Wales, Australia in close proximity to Bengalla Mine; and
    b. North Surat Project (100.00% owned by New Hope), which is located in the Surat Basin in Queensland, Australia.

3.3. Other Operations

New Hope's other operations include:

1. Queensland Bulk Handling ("**QBH**") (100.00% owned by New Hope), which is a multi-user port facility located at the Port of Brisbane in Queensland with capacity to ship up to 12 million tonnes of coal per annum; and
2. agricultural and land management operations on land surrounding New Acland Mine and Bengalla Mine, including on rehabilitated land previously used for mining activities.

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[4] New Hope market capitalisation pro-forma for the proposed Malabar Acquisition would be $5.6 bn as of 13 November 2026. Refer to Section 3.15 and 5.2.1.24

Figure 5: New Hope at a Glance



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3.4. Company History

New Hope's origins are in the collieries of Ipswich, west of Brisbane, Queensland. From 1952, the collieries were operated by New Hope Collieries Pty Ltd. The company now known as New Hope Corporation Limited was incorporated in 1972 and became the holding company for the Group entities.

New Hope began exporting coal in the early 1980s and acquired an initial 50% interest in Queensland Bulk Handling in 1983. By 1988, annual saleable coal production had surpassed one million tonnes.

New Acland Mine was commissioned in 2002, becoming the Group's first Australian coal mine outside the Ipswich region. New Hope listed on the ASX in 2003 and acquired the remaining 50% interest in Queensland Bulk Handling in 2007.

Between 2016 and 2019, New Hope acquired an 80% interest in Bengalla Mine, materially increasing the scale of the Group's operations and establishing a significant presence in the Hunter Valley. In 2019, mining was also completed at Jeebropilly, New Hope's last operating mine in the Ipswich region.

New Hope acquired an initial 15% interest in Malabar Resources Limited in 2022 and increased its interest to 25.97% through subsequent investments. Following a period in care and maintenance, New Acland Mine recommenced mining operations in 2023 after approvals were obtained for its Stage 3 project.

In FY 2026, the Group produced 11.5 million tonnes of attributable saleable coal.

3.5. Key Strengths

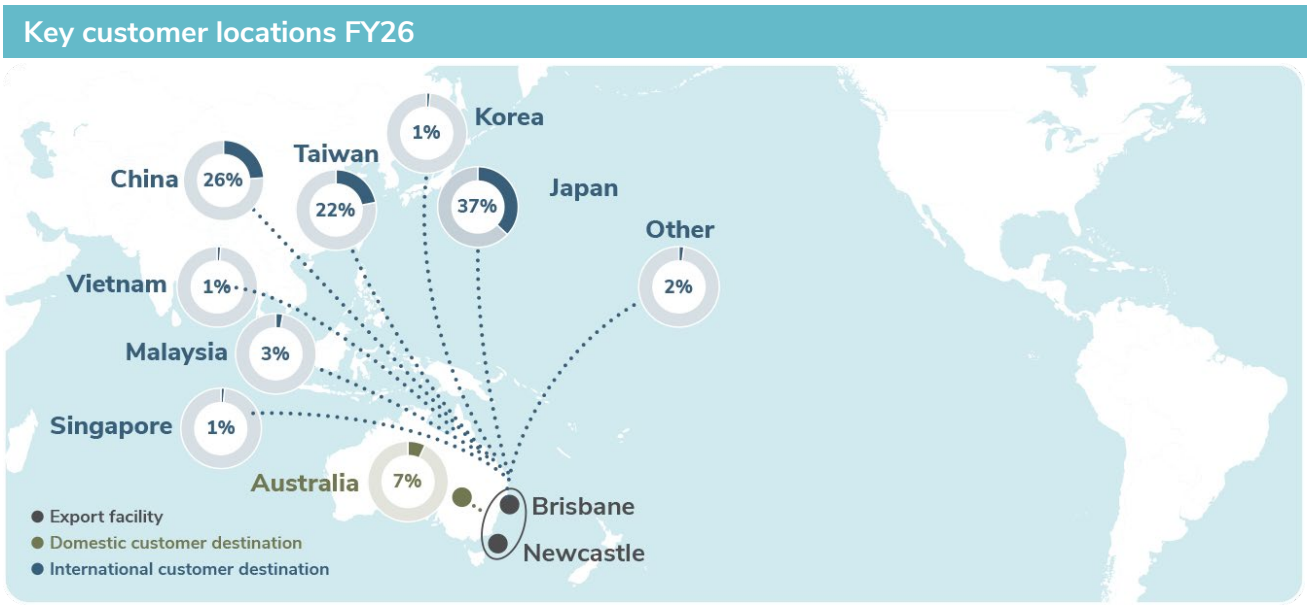
New Hope's key strengths include:

- **Australian low-cost energy coal producer**: New Hope's principal asset is its 80.00% interest in Bengalla Mine, a large-scale open-cut thermal coal mine, with long-dated approvals and low production costs. New Acland Mine, which is currently increasing production, is also expected to be a low-cost producer once it reaches steady-state operations (which is currently projected to be around FY 2028). The current and anticipated low-cost nature of New Hope's key operations provide it with resilience to volatile commodity price environments;
- **Australian exporter of thermal coal, including premium quality thermal coals**: Thermal coal products produced by Bengalla Mine and New Acland Mine include high energy content, low sulphur and low ash specifications coal. These coal products are highly sought after by customers in Asia for use at high-efficiency, low-emission coal power stations;
- **Strong balance sheet and free cash flow generation**: New Hope maintains a conservative approach to capital management and has the potential to generate high levels of free cash flow in a wide range of market conditions due to the low operating costs of its assets. As a result, New Hope has a strong track-record of providing dividends to shareholders;
- **Positioned for growth**: New Hope's production growth is expected to come principally from the ramp-up of New Acland Mine and, if the proposed Malabar Acquisition is implemented, the Maxwell Underground Mine. New Acland Mine continues to ramp up towards five million tonnes of saleable coal per annum, while the Maxwell Underground Mine is expected to produce up to 5.5 million tonnes of saleable coal per annum following ramp-up. New Hope's strong balance sheet and free cash flow generation also position it well to take advantage of opportunities for further acquisitions which align with its strategy;
- **Experienced management team**: New Hope's Chief Executive Officer, Robert Bishop, has over 20 years' experience in finance and executive leadership roles across the resources industry, including Chief Financial Officer at AMCI along with senior leadership roles at Vale Australia's coal division, prior to joining New Hope. Alongside Mr Bishop in the executive leadership team are Rebecca Rinaldi, Chief Financial Officer, and Dominic O'Brien, Executive General Manager and Company Secretary, both of whom have extensive experience in the resources industry and senior management and executive roles; and
- **Rehabilitation expertise**: New Hope has established rehabilitation and pastoral operations to actively manage the progressive rehabilitation of land previously used by New Hope's mining operations. The rehabilitation portfolio forms a central aspect of the sustainability plan for mining operations through ensuring that mined land is rehabilitated and restored to productive agricultural or other uses.

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Figure 6: International and domestic coal customer locations

The following diagram shows where New Hope's international and domestic coal customers are located.



3.6. Resources and Reserves

The resources and reserves information below has been derived from, and should be read in conjunction with, the 2026 Coal Resources and Reserves statement dated 18 September 2026, which can be obtained from the ASX at www.asx.com.au or the Group's website at https://newhopegroup.com.au/.

Coal Resources and Reserves

The data in relation to Coal Resources and Reserves are as at 31 May 2026.

Figure 7: Coal Reserves as at 31 May 2026 (Million Tonnes)

		Recoverable Reserves				Marketable Reserves			
Deposit	Status	Probable	Proved	Total 2026	Total 2025	Probable	Proved	Total 2026	Total 2025
New Acland [5]	Mine	134	265	**399**	358	70	142	**212**	196
Bengalla [6]	Mine	7	119	**126**	141	5	97	**102**	109
Elimatta	Exploration	26	86	**112**	112	16	56	**72**	72
Taroom	Exploration	207	–	**207**	207	130	–	**130**	130
Total		**374**	**470**	**844**	**818**	**221**	**295**	**516**	**507**

Figure 8: Coal Resources as at 31 May 2026 (Million Tonnes)

(Coal Resources are Inclusive of the Reserves Reported above)

Deposit	Status	Inferred	Indicated	Measured	2026 Total	2025 Total
New Acland	Mine	123	230	283	**636**	**485**
Bengalla [7]	Mine	267	162	155	**584**	**322**
West Muswellbrook	Exploration	337	270	49	**656**	**656**
Elimatta	Exploration	43	86	110	**239**	**239**
Collingwood	Exploration	94	139	43	**276**	**276**
Taroom	Exploration	122	338	–	**460**	**460**
Woori	Exploration	42	67	–	**109**	**109**
Total		**1,028**	**1,292**	**640**	**2,960**	**2,547**

[5] 283Mt of Recoverable Reserves require additional approvals beyond New Acland Stage 3 Expansion.

[6] Figures shown represent 100% of total Reserves. The Group share is 80%.

[7] Figures shown represent 100% of total Resources. New Hope Group share is 80%. The Resource number includes 100Mt of Underground Resource.

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The Coal Resources and Reserves set out in Figures 7 and 8 are as at 31 May 2026 and do not include the Maxwell Underground Mine (as Malabar is not consolidated for reporting purposes). All Coal Resources and Reserves estimates are prepared and reported in accordance with the JORC Code. The Coal Resources and Reserves are the subject of a separate ASX announcement dated 18 September 2026. New Hope confirms that the form and context in which the Competent Person's findings are presented have not been materially modified from the original publication. Information in the report that relates to Coal Resources and Reserves is based on and accurately reflects reports prepared by the Competent Person as follows:

- Coal Resources – Ms Carrie Schuler, who is a full-time employee of New Hope; and
- Coal Reserves – Mr Brett Domrow, who is a full-time employee of New Hope.

Other than through the progression of mining, New Hope is not aware of any events occurring up to the reporting date of the most recently published reports which will impact the Resources and Reserves as reported.

3.7. Overview of Operations and Investments

Bengalla Mine

Bengalla Mine is owned and operated by New Hope (80.00%) in joint venture with a subsidiary of Taiwan Power Company (20.00%). Bengalla Mine is located in the upper Hunter Valley region of New South Wales, approximately 130 kilometres north-west of Newcastle and four kilometres west of Muswellbrook.

Bengalla is a large scale, open-cut mine which gave New Hope an 8.2 million tonne share of saleable thermal coal during FY 2026. Bengalla Mine uses a combined dragline and truck and excavator mining method. Coal is washed and processed at the onsite Coal Handling and Preparation Plant ("**CHPP**"), before being loaded onto trains. The majority of coal is exported via the Port of Newcastle, with approximately 10% sold domestically for power generation. Long term contracts are in place with Bengalla's port and rail logistics providers.

Bengalla Mine coal products include high energy thermal coal with low ash, low sulphur and low total moisture which allows it to maximise energy content and minimise handling and use issues.

Bengalla Mine commenced operations in 1998 and is currently approved to extract up to 15 million tonnes per annum of ROM coal until 2039. Extending Bengalla's mine life beyond the expiry of current approvals is a key strategic consideration for New Hope and the Bengalla Joint Venture.

In 2022, the Bengalla Mine commenced the Bengalla Growth Project to increase ROM production from 12.5 million tonnes per annum to 13.4 million tonnes per annum (100% basis) whilst providing quality uplifts through CHPP upgrades. Implementation of the project has been completed, and the mine now has the capacity to achieve the increased production targets, which it has demonstrated on multiple occasions via monthly annualised run-rates.

Bengalla Mine has approval from the NSW Resources Regulator to carry out Assessable Prospecting Operations over EL9431, an area of 556 hectares contiguous with the western boundary of Bengalla Mine. Drilling of EL9431 commenced in early May 2024, beginning with a series of coal quality boreholes. In July 2025, Bengalla Mine completed its initial exploration drilling program, which consisted of 44 drill holes sampled for coal quality. During FY 2026, a Concept Study was completed and the updated geological model is being used in pre-feasibility mine planning work.

In FY 2025, Bengalla Mine began a truck fleet replacement program which is expected to be the final replacement program for the current mining consent (which extends until 2039). The fleet replacement is expected to result in lower operating costs, by way of lower spares, consumables and subcontractor costs, as the fleet transitions from aging to new equipment. The fleet replacement program is expected to be completed by FY 2028.

New Acland Mine

New Hope's wholly owned New Acland Mine is located in Queensland's Darling Downs region, approximately 14 kilometres north-northwest of the Oakey township and 150 kilometres from the Port of Brisbane.

New Acland Mine is an open-cut thermal coal mine which utilises the truck and excavator mining method. Operations are continuing to ramp up towards annual production of five million tonnes of saleable coal. Coal is washed and processed at the onsite processing plants, transported via truck to the Jondaryan rail load-out facility before being loaded onto trains to QBH for export, predominantly to Asian markets.

Stage 1 of mining operations began at New Acland Mine in 2002, with Stage 2 expansion being commissioned in 2007.

The current Stage 3 expansion comprises three pits, being the Manning Vale East, Willeroo and Manning Vale West pits. Of these, Manning Vale East and Willeroo are presently in production. The major public road realignment required to

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enable access to Manning Vale West is on schedule, with first coal production from Manning Vale West expected in the third quarter of FY 2027, following pit preparation and topsoil stripping.

In FY 2026, New Acland Mine produced 3.3 million tonnes of saleable coal.

Malabar Resources Limited (Malabar) (non-operated investment)

Malabar is an unlisted public company whose flagship asset is the Maxwell Underground Mine, an underground coal project located 10km south-west of Muswellbrook in the Hunter Valley region, New South Wales.

The Maxwell Underground Mine is approved to extract up to 8 million tonnes of run-of-mine coal per year over 20 years, with optionality for future production to be either semi-soft coking coal, suitable for steel-making, or high-quality thermal coal. The Maxwell Underground Mine is currently in ramp up phase, with first coal from the longwall operation cut in April 2026. The longwall and existing bord and pillar operations together produced 1.3 million tonnes of ROM coal in the year ended 30 June 2026. The Maxwell Underground Mine is expected to be a low-cost producer of up to 5.5 million tonnes of saleable coal per annum (including production from both the longwall and the Whynot bord and pillar operation), following ramp-up.

Malabar's other assets include the Maxwell solar farm project, Edderton solar farm project, Spur Hill exploration project and agricultural assets including the Merton Vineyard.

In October 2025, Malabar announced the acquisition of a number of exploration and mining tenements, along with land, from BHP's Mount Arthur Coal mine. The area, now known as Maxwell North, has future mining potential.

New Hope acquired a 15% equity stake in Malabar in July 2022. In February 2024, New Hope participated in an equity raising and, together with subsequent smaller acquisitions, raised its interest to approximately 20%. New Hope subsequently increased its interest to approximately 23% in November 2024 and in September 2025 increased to its current ownership of 25.97% in Malabar.

On 19 October 2026, New Hope announced it has agreed to acquire all of the Malabar shares it does not already own, bringing the two businesses together as a combined group. [8] Refer to Section 3.15 for information on the proposed Malabar Acquisition.

West Muswellbrook Project ("AL19")

AL19 is an approximately 8,100-hectare assessment lease tenement located close to the western side of Bengalla Mine and proximate to the Maxwell Underground Mine in the Hunter Valley region of New South Wales. New Hope completed the acquisition of the AL19 tenement together with surface land titles from Idemitsu Australia Pty Ltd in January 2024.

Following the acquisition of AL19, New Hope completed a concept study based on available exploration data. In addition, New Hope performed a coal quality review, and subsequently reported resources for the project.

An application for renewal of AL19 has been lodged with the New South Wales State Government. Subject to renewal being granted, future work is expected to include a re-evaluation of potential opportunities that may be supported by the deposit.

North Surat Project (Assets fully impaired)

The North Surat project is located approximately 400km from the Port of Gladstone, Queensland and consists of four deposits (being Elimatta, Collingwood, Taroom and Woori) which were acquired by New Hope between 2011 and 2014 ("**North Surat Project**"). The pre-feasibility study for the North Surat Project was completed during FY 2020. In aggregate, the North Surat Project has 1,084 million tonnes of total resources. However, the value of the North Surat Project has been fully impaired and no indicators have been identified to suggest an impairment reversal would currently be appropriate. The Group currently has no plans to develop the North Surat Project, and any future development would be subject to the availability of suitable transportation infrastructure.

QBH

QBH is 100% owned by New Hope and is a 12 million tonne per annum capacity bulk handling export terminal located at the Port of Brisbane. The terminal has been in operation since 1983 and has loading and port management systems that are available to operate 24 hours per day, seven days per week.

The majority of QBH's revenue is generated from long-term customer contracts indexed to inflation with New Acland Mine being its largest source of throughput. QBH's lease arrangements with the Port of Brisbane extend to 2042. QBH continues to be a consistent performing asset within New Hope's portfolio.

[8] Subject to implementation of the Scheme and the conditions in the Scheme Implementation Deed.

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Ownership of QBH provides New Hope with shipping capacity for its New Acland Mine. QBH exported 5.8 million tonnes of coal during FY 2026 and is expected to further increase output as New Acland Mine continues to ramp up production. QBH also has the potential to handle and ship other bulk products.

Agricultural Operations

New Hope established the Acland Pastoral Company ("**APC**") in 2006 and Bengalla Agricultural Company ("**BAC**") in 2019 as farming, grazing and land management enterprises to operate sustainable businesses on land surrounding and within current mining operations, including grazing activities on former mining areas rehabilitated by the New Acland Mine and Bengalla Mine. As at 31 July 2026, the combined portfolio consists of 3,464 head of cattle and 1,521 tonnes of crop on hand. Cattle are generally bred and fattened on farm, with cattle backgrounded for feedlots or grown out as finished cattle. Crops produced include wheat, barley, sorghum, mungbeans and soybeans for grain, with lucerne, rye, oats and pasture grasses/legumes for hay.

Employees

As at 31 July 2026, New Hope had 1,239 full-time equivalent ("**FTE**") employees. The following table sets out the breakdown of FTE employees by functions as of 31 July 2026:

Figure 9: Number of full-time equivalent employees

Functions	Number of Employees
Executives and General Managers	8
Management (Managers & Superintendents)	69
Professionals	131
Clerical & Admin	169
Operators & Technicians	862
Total	**1,239**

3.8. Corporate Governance

The primary objective of the Board is to provide strategic guidance and oversight of management. The Board is ultimately responsible for, and has authority over, management of New Hope and its controlled entities. The Board has delegated to the Chief Executive Officer the authority over the day-to-day management of the Company, its subsidiaries and their respective operations.

The Company's Corporate Governance Statement can be accessed on the Company's website: https://newhopegroup.com.au/corporate-governance/.

3.9. Risk Management

New Hope has an established risk management framework which is overseen by the Board and is embedded across the organisation. The framework assists the organisation to identify, classify, document, manage and report on the risks facing the Company. Each identified risk is tracked in a risk register and allocated to an accountable individual who is discharged with managing and reporting on the risk.

The perceived likelihood and potential consequence of each risk are used to determine the risk level, which in turn determines the actions required to manage the risk and reporting obligations. The risk management framework requires that all significant risks have a specific documented action plan, and that updates are provided to the Board on a periodic basis.

3.10. Sustainability

The Group has established processes to understand and manage the economic, social and environmental impacts of the Group's operations and business activities to support the Group's resilience and provide enduring value to key stakeholders, including shareholders, employees and suppliers. New Hope conducts regular stakeholder engagement regarding the management of these impacts.

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New Hope's sustainability reporting is embedded within its regular annual reporting cycle. For FY 2026, New Hope published two sustainability-related reports as part of its Annual Report 2026:

- a statutory Sustainability Report containing the climate-related financial disclosures required by section 296D of the *Corporations Act 2001* (Cth) – including climate-related risks and opportunities, scenario analysis and greenhouse gas emissions – in accordance with Australian Sustainability Reporting Standard AASB S2 *Climate-related Disclosures*; and
- a Sustainable Practices Review, prepared with reference to the GRI Universal Standards 2021 and the GRI 12 Coal Sector Standard, covering the Group's management of its material environmental, social and economic impacts across the categories of people (including safety, health and wellbeing), community, environment and climate, and ethics and compliance.

New Hope's statutory Sustainability Report identifies a range of climate-related transition and physical risks that may affect the Group's operations and financial performance. The Group has assessed its resilience to these risks under a range of climate scenarios, including low-warming, base case and high-warming scenarios. The Group did not identify any financial impacts arising from climate-related risks or opportunities that would pose a significant risk of material adjustment to the carrying amounts reported as at 31 July 2026, although the potential financial effects of climate-related risks over the medium term remain subject to significant uncertainty. Climate-related risks affecting the Group are described further in Section 5.2.

The Board oversees and is responsible for performance against the Group's business objectives, purpose, vision and values. The Sustainability Committee assists the Board in meeting its responsibilities in relation to health and safety, wellbeing, environment, community and people matters, including oversight of climate-related risks and transition resilience. Responsibility for sustainability performance across the business is cascaded through the Group's risk management and governance mechanisms.

3.11. Health and Safety

New Hope strives to manage all its business operations in a manner which protects the health and safety of all employees, contractors and the public. The Company is committed to proactively pursuing the elimination of work-related injuries and occupational illnesses in its workplaces and to operate in compliance with all relevant laws and regulations.

New Hope's primary safety measure, the High Potential Event Frequency Rate ("**HPEFR**"), has trended downward for the past two years, with the 12-month moving average improving 40% to 3.59 as at 31 July 2026, from 5.99 as at 31 July 2024. Over the same period, Total Recordable Injury Frequency Rate ("**TRIFR**") has improved 22% to 3.89 from 4.99, and remains meaningfully below the five-year industry average for New South Wales open-cut coal mines.

As part of New Hope's Health and Safety policy, New Hope seeks to:

- identify, assess and manage risks to people and equipment;
- provide a safe and healthy workplace, with the required fit for purpose equipment and systems for work;
- provide the necessary training and resources to support the Health and Safety programs;
- actively monitor, investigate and report the Health and Safety performance at each of its operations;
- continually improve both the systems and performance through the involvement of New Hope employees;
- encourage all employees and contractors to take personal responsibility for both their own and their fellow employees' health and safety; and
- rely on mutual assistance, support, cooperation, and interaction amongst employees and contractors to achieve the health and safety objectives.

3.12. Funding and Liquidity

Prudent liquidity risk management is adopted through maintaining sufficient cash and cash equivalents ($484.8 million as at 31 July 2026) and marketable securities ($293.7 million as at 31 July 2026), the ability to borrow funds from credit providers and to close-out market positions. The Group manages liquidity risk by continuously monitoring forecast and actual cash flows and matching the maturity profiles of financial assets and liabilities. Surplus funds are generally only invested in instruments that are tradeable in highly liquid markets and earn a return higher than its transactional bank accounts.

Figure 10: Liquidity available as at 31 July 2026

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Liquidity ($m)	31 July 2024	31 July 2025	31 July 2026
Cash at bank and on hand	637.6	330.7	484.3
Short term deposits	1.2	1.2	0.5
Total cash and cash equivalents	**638.8**	**331.9**	**484.8**
Managed investment funds [9]	185.8	375.4	293.7
Total liquidity (cash + fixed income investments)	**824.5**	**707.3**	**778.5**

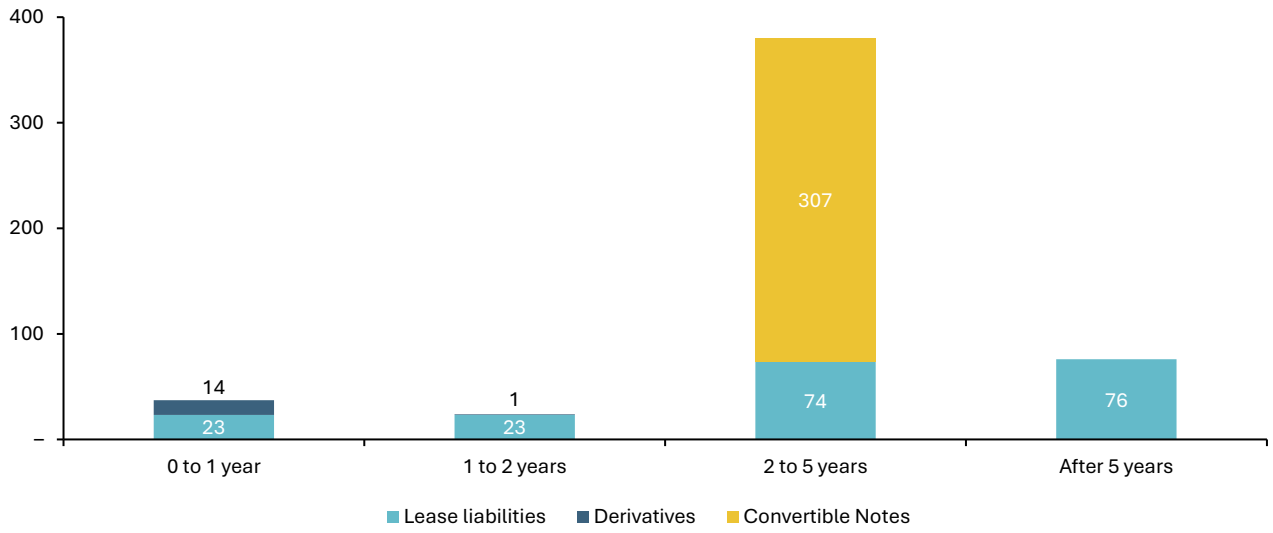
Financing Arrangements

The Group's only significant external borrowings relate to unsecured Convertible Notes and leases detailed below. The maturity of these arrangements is shown as follows:

Figure 11: Borrowings

Borrowings ($m)	31 July 2024	31 July 2025	31 July 2026
Lease liabilities	9.6	8.6	14.6
Unsecured Convertible Notes [10]	258.7	266.0	242.7
Total current borrowings	**268.3**	**274.6**	**257.3**
Lease liabilities	93.3	84.7	132.0
Total non-current borrowings	**93.3**	**84.7**	**132.0**
Total borrowings	**361.6**	**359.3**	**389.2**
Cash and cash equivalents	638.8	331.9	484.8
Net debt / (net cash)	**(277.2)**	**27.4**	**(95.5)**
Underlying EBITDA	859.9	765.8	514.3
Senior Net Leverage Ratio [11]	**–**	**0.04x**	**–**

Figure 12: Debt maturity profile ($m) as at 31 July 2026 [12]



[9] The Group holds investments in various managed investment funds, spread over two independent fund managers. These funds are actively managed to meet short to medium term capital needs. The funds invest in different portfolios across cash, fixed interest securities, and leveraged loans. Funds are generally redeemable within three to five days, for no or minimal penalties.

[10] Net of transaction costs capitalised and excludes derivative liability portion of Convertible Notes recorded separately. Refer to Note 21 in 2026 New Hope Annual Report.

[11] Senior Net Leverage Ratio for FY 2024 and FY 2026 has not been calculated because the Company was in a net cash position.

[12] The $300.0 million 2032 Convertible Notes are shown at their put date of 22 April 2030, when holders may require early redemption at principal amount. The remaining $6.7 million 2029 Convertible Notes are shown at their 2029 maturity date. Amounts shown are principal amounts.

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Capital Management

During FY 2025, the Company announced an on-market share buy-back of ordinary shares to a value of up to $100 million over a 12-month period, commencing 1 April 2025. The buy-back remains active, although the Company did not purchase any ordinary shares during FY 2026. As of 31 July 2026, the Company had bought back 2.5 million ordinary shares, at a cost of $9.1 million, or an average price of $3.60 per ordinary share. On 3 March 2026, the Company extended the existing on-market share buy-back for a further 12 months, unless earlier terminated at the Company's discretion.

In September 2025, the Group announced the introduction of a Dividend Reinvestment Plan ("**DRP**"). The DRP allows eligible ordinary shareholders to reinvest all or part of their eligible dividends to receive additional fully paid ordinary shares instead of a cash payment. The DRP Rules are available on the New Hope website. The use of the DRP will depend on the market conditions that are prevalent during the time at which the board determines dividends.

During FY 2026, the Company issued $300.0 million of senior, direct, unconditional and unsecured convertible notes due 2032 and repurchased approximately 98% of the existing convertible notes due 2029, resulting in net expenditure of $41.1 million. Completion of the transaction materially reduced near-term refinancing risk by extending the final maturity of the Company's Convertible Notes to April 2032 (noting that holders of the 2032 Convertible Notes may require early redemption on 22 April 2030) at a pre-tax fixed coupon of 2.625% per annum and increased the conversion premium relative to the existing notes.

Following issuance of the new senior unsecured convertible notes, the Company revised the terms of certain cash-settled call options ("**Capped Call Transactions**") that were purchased at the time of the prior convertible notes issuance. The Capped Call Transactions were revised to apply to a portion of the new senior unsecured convertible notes. The Capped Call Transactions provide the Company with an economic hedge up to a cap price, and are designed to manage potential and future dilution risk from conversion of the new convertible notes.

3.13. Company Outlook

New Hope's near-term operational priorities include completing the ramp-up of New Acland Mine to steady-state production, maintaining safe and efficient production at Bengalla Mine and, if the proposed Malabar Acquisition is implemented, supporting the continued ramp-up and optimisation of the Maxwell Underground Mine. The Group intends to maintain a disciplined approach to capital management and shareholder returns while responding to commodity price volatility and other operating and market risks.

3.14. Thermal Coal Market Outlook [13]

The Company's strategy is underpinned by its expectation of continuing long term demand for seaborne thermal coal.

Coal is projected to remain a key source of global energy supply for several decades, with coal-fired power generation forecast to grow from approximately 9,000 TWh in 2025 to approximately 11,000 TWh by 2050.

Over the same period, Australian thermal coal supply is projected to decline from a peak of approximately 220 Mtpa around 2029 to approximately 100 Mtpa by the late 2040s, while demand is projected to remain broadly stable at approximately 225 Mtpa from around 2030. This is projected to result in a material supply shortfall.

The Company considers that this outlook supports its strategy of operating low cost, long life assets, and that the ramp-up of the New Acland Mine and, if the Scheme is implemented, of the Maxwell Underground Mine positions the Group to supply that market.

Investors should read this Section together with the risk factors in Sections 5.2.1.1, 5.2.1.5 and 5.2.1.6, which describe the risk that demand for thermal coal declines faster than currently anticipated.

[13] Source: Commodity Insights, July 2026. The Commodity Insights projections are not forecasts of the Group's performance, are based on assumptions about matters outside the Company's control and may not be achieved. They do not constitute prospective financial information in respect of the Group.

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3.15. Proposed Malabar Acquisition

As at the date of this Prospectus, New Hope and Malabar have entered into a binding Scheme Implementation Deed ("**SID**") under which it is proposed that New Hope will acquire all of the ordinary shares in Malabar not already held by New Hope by way of a court-approved scheme of arrangement under Part 5.1 of the Corporations Act (the "**Scheme**"). Following implementation, Malabar will become a wholly owned subsidiary of New Hope, with New Hope and its subsidiaries, including Malabar, forming a combined group ("**Combined Group**").

New Hope currently holds a relevant interest of approximately 25.97% in Malabar. Upon implementation of the Malabar Acquisition, New Hope will acquire Malabar and its flagship Maxwell Underground Mine, a developing underground coal operation with long-dated approvals that commenced longwall production in April 2026, located in the Upper Hunter precinct, in close proximity to New Hope's Bengalla Mine.

Under the terms of the Scheme, Malabar shareholders, other than New Hope, will receive 0.500 New Hope shares [14] for each Malabar share ("**Scheme Consideration**"), equivalent to approximately 227.8 million New Hope shares, delivering Malabar shareholders (excluding New Hope) a pro forma ownership interest in the Combined Group of approximately 21% [15].

Based on New Hope's last closing price on the ASX of $5.84 per share on 16 October 2026, the Scheme Consideration implies a value of $2.92 per Malabar share, an equity value for 100% of Malabar of approximately $1.8 billion on a fully diluted basis and an implied enterprise value of approximately $2.4 billion [16].

The all-scrip structure preserves New Hope's strong balance sheet and its capacity to continue delivering shareholder returns.

Following implementation of the Scheme, the Combined Group will seek to optimise its capital structure, including leveraging its enhanced scale, credit profile and broader access to domestic and international capital markets to refinance Malabar's existing debt facilities, with the objective of reducing funding costs and creating value for all shareholders of the Combined Group.

Following implementation of the Scheme, Malabar nominees Wayne Seabrook and Tony Haggarty will join the Board of New Hope, bringing additional mining and management experience to the Board, and supporting continuity throughout integration and operations [17]. The Scheme is subject to certain conditions, including an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Malabar shareholders (other than New Hope), no material adverse change or prescribed events (as defined in the SID) occurring in respect of either New Hope or Malabar, approval by Malabar shareholders at a scheme meeting (by at least 75% of all votes cast and a majority by number of Malabar shareholders present and voting), and receipt of requisite court approvals, other customary regulatory approvals and Japan Fair Trade Commission approval. The SID provides for a break fee payable by Malabar, and a reverse break fee payable by New Hope, in certain circumstances, each of approximately $17 million. The Scheme is expected to be implemented in February or March 2027.

Transaction Rationale

- Enhances the Combined Group's position as a premier coal producer, underpinned by three high-quality assets well positioned in the first quartile of the cost curve at steady-state production [18];
- Multiple opportunities to increase value, relating to infrastructure, logistics, blending and marketing, procurement, and financing, with added future precinct opportunities across the Maxwell Underground Mine, Bengalla and the combined land and tenement package;
- Complementary capabilities, combining Malabar's specialist underground mining expertise with New Hope's established open-cut operations, balance sheet and marketing platform to support the continued ramp-up and optimisation of the Maxwell Underground Mine;

[14] Subject to adjustments for New Hope dividends, with specifics outlined in the SID and to be explained in the Scheme Booklet.

[15] Pro forma ownership calculated based on: NHC Ordinary Shares outstanding of 844,185,577, Malabar fully diluted shares outstanding of 612,056,913 (comprising 602,251,614 ordinary shares and 9,805,299 performance rights), and New Hope's existing holding of 156,420,478 ordinary shares in Malabar.

[16] The implied value of the Scheme Consideration will vary depending on the market price of NHC Ordinary Shares. The implied enterprise value of approximately $2.4 billion is based on the Transaction Announcement methodology, which includes coal prepayment contract liabilities as debt and excludes lease liabilities, and treats short-term financial assets as cash. This differs from the definition of Net Debt used elsewhere in this Prospectus and in the Hybrid Securities Terms.

[17] Any such appointment would be subject to New Hope's constitution, the New Hope Board's customary nomination, due diligence and fit-and-proper processes, and the relevant directors standing for re-election by New Hope shareholders at the next annual general meeting in accordance with the New Hope constitution and ASX Listing Rules.

[18] Measured against the Wood Mackenzie Q2 2026 seaborne thermal cost curve, adjusted for coal quality by reference to realised price.

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- Preserves balance sheet strength and financial flexibility, with the Combined Group's expected free cash flow supporting an existing market-leading shareholder return profile;
- Improved capital markets platform, with a larger market capitalisation and free float supporting liquidity and broader investor interest;
- Full ownership of an additional large-scale coal asset producing high-quality coal, with future growth potential;
- Aligns with New Hope's stated strategy of investing in low-cost, high-quality coal assets, with long-life approvals;
- Meaningful production and resource growth, with Maxwell Underground Mine expected to contribute up to 5.5Mtpa of saleable coal production following ramp-up. If the proposed Malabar Acquisition is implemented, the Company expects saleable coal production to grow from 11.7 million tonnes in FY 2026 [19], to 14.5 Mt in FY 2027, 17.0 Mt in FY 2028 and 18.9 Mt steady-state production profile beyond the next five years [20]; and
- Expected to be accretive to New Hope shareholders on valuation, and post Maxwell Underground Mine ramp-up earnings and cash flow metrics.

More detailed financial information about the SID with Malabar and proposed Malabar Acquisition is available in New Hope's ASX announcement dated 19 October 2026. For further information on the risks of the proposed Malabar Acquisition, refer to the risk factor 5.2.1.24

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[19] FY26 includes 0.2Mt of attributable Malabar saleable coal production based on New Hope's 25.97% interest. This amount was not included in New Hope's reported FY26 saleable coal production of 11.5Mt.

[20] Steady-state production comprises 8.4 Mtpa for Bengalla Mine (80% share), 5.0 Mtpa for New Acland Mine and 5.5 Mtpa for the Maxwell Underground Mine.

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FINANCIAL INFORMATION

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4. Financial Information

4.1. Introduction

This section sets out the following financial information:

- the historical consolidated statements of profit or loss of the Group for the financial years ended 31 July 2026, 31 July 2025, and 31 July 2024; and
- the historical consolidated statements of cash flows for the financial years ended 31 July 2026, 31 July 2025 and 31 July 2024;
- the historical consolidated statement of the financial position of the Group as at 31 July 2026 (together, the "**New Hope Historical Financial Information**"); and
- the pro forma consolidated statement of the financial position of the Group as at 31 July 2026 ("**Pro Forma Historical Financial Information**").

The New Hope Historical Financial Information and Pro Forma Historical Financial Information of the Group are collectively referred to as the "**Financial Information**".

The following Financial Information should be read together with the other information contained in this Prospectus, including the investment risks in Section 5 to understand the basis, assumptions and limitations underlying the New Hope Historical Financial Information and Pro Forma Historical Financial Information presented.

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

The historical financial information of New Hope has been prepared in accordance with the recognition and measurement principles contained in AAS, which are consistent with International Financial Reporting Standards.

The New Hope Historical Financial Information for the years ended 31 July 2026, 31 July 2025 and 31 July 2024 has been derived from New Hope's consolidated financial statements for the years ended 31 July 2026 and 31 July 2025, including the comparative information contained therein for July 2024, which were audited by Ernst & Young in accordance with Australian Auditing Standards. Ernst & Young issued unqualified audit opinions on those consolidated financial statements. New Hope's consolidated financial statements for the year ended 31 July 2024, were audited by the predecessor auditor in accordance with Australian Auditing Standards and they issued an unqualified audit opinion on those consolidated financial statements.

The Financial Information has been reviewed by Ernst & Young (as Investigating Accountant), in accordance with the Australian Standard on Assurance Engagements ASAE 3450 Assurance Engagements involving Corporate Fundraising and/or Prospective Financial Information, as stated in its Independent Limited Assurance Report, included in Appendix C: New Hope investors should note the scope and limitations of the Independent Limited Assurance Report.

The historical financial information contained in this Section is presented in an abbreviated form and does not contain all of the disclosures, presentation, statements or comparatives that are usually provided in an annual report prepared in accordance with the Corporations Act.

More detailed financial information about New Hope is available in New Hope's financial reports for the years ended 31 July 2024, 31 July 2025 and 31 July 2026. A copy of these reports can be downloaded from New Hope's website at https://newhopegroup.com.au/investors/.

Investors should be aware that past performance is not a reliable indicator of future performance. The Financial Information presented in this Section should not be relied upon as an indication of the Group's future financial performance. The Group's future operating results will be influenced by various factors, many of which are beyond the Group's control, including those described in Section 5.

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4.2. Historical consolidated statements of profit or loss

$ million	12 months ending 31 July 2024	12 months ending 31 July 2025	12 months ending 31 July 2026
Revenue from continuing operations	1,802.2	1,775.5	1,766.5
Share of results from equity accounted associates	0.3	(3.7)	(11.1)
Other income	1.6	63.3	48.6
Cost of sales	(906.5)	(948.7)	(1,117.1)
Marketing and transportation	(121.4)	(217.0)	(285.5)
Administration	(56.4)	(64.9)	(67.7)
Other expenses	(3.6)	(38.8)	(47.9)
Financing expenses	(13.1)	(33.4)	(32.2)
Impairment of assets	(5.9)	(53.8)	–
Reversal of impairment of assets	–	122.7	–
Profit / (loss) before income tax from continuing operations	**697.2**	**601.3**	**253.6**
Income tax (expense) / tax benefit	(221.3)	(161.9)	(92.6)
Profit / (loss) after income tax continuing operations	**475.9**	**439.4**	**161.0**
Profit after income tax from discontinued operations	–	–	–
Net profit / (loss)	**475.9**	**439.4**	**161.0**

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4.3. Historical consolidated statement of financial position

$ million	31 July 2026
Current assets	
Cash and cash equivalents	484.8
Receivables	106.8
Derivative financial instruments	83.8
Inventories	127.1
Current tax assets	4.7
Other financial assets	293.7
Total current assets	**1,101.0**
Non-current assets	
Derivative financial instruments	12.0
Investments in associates	352.4
Equity investments	0.3
Property, plant and equipment	2,076.3
Intangible assets	58.5
Exploration and evaluation assets	14.2
Total non-current assets	**2,513.7**
Total assets	**3,614.7**
Current liabilities	
Trade and other payables	130.5
Derivative financial instruments	67.5
Borrowings	257.3
Provisions	62.2
Financial guarantee liability	2.6
Total current liabilities	**520.1**
Non-current liabilities	
Derivative financial instruments	0.7
Borrowings	132.0
Deferred tax liabilities	208.9
Provisions	138.3
Total non-current liabilities	**479.8**
Total liabilities	**999.9**
Net assets	**2,614.8**
Equity	
Contributed equity	12.9
Reserves	(75.1)
Retained earnings	2,677.0
Total equity	**2,614.8**

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4.4. Historical consolidated statements of cash flows

$ million	12 months ending 31 July 2024	12 months ending 31 July 2025	12 months ending 31 July 2026
Cash flows from operating activities			
Receipts from customers	1,919.5	1,786.2	1,808.1
Payments to suppliers and employees	(959.0)	(1,108.9)	(1,220.8)
Net interest (paid) / received	11.5	(4.9)	(5.7)
Distributions from managed funds	7.3	20.8	15.5
Income taxes paid	(419.1)	(124.3)	(32.8)
Reimbursement from insurers	0.7	0.3	0.2
Refunds / (payments) for security deposits	1.0	1.7	(0.4)
Net cash inflow from operating activities	**562.0**	**570.8**	**564.1**
Cash flows from investing activities			
Payments for property, plant and equipment	(262.1)	(295.7)	(185.2)
Payments for intangibles	(0.5)	(0.5)	(0.5)
Proceeds from sale of property, plant and equipment	0.2	29.2	0.9
Payments for exploration and evaluation assets	(9.7)	(15.0)	(7.8)
Payments for equity accounted associates	(80.6)	(36.2)	(36.1)
Payments for other financial assets	(160.1)	(219.7)	(2.8)
Proceeds from sale of other financial assets	4.2	32.6	82.5
Outflows relating to business divestment	–	–	(12.1)
Net cash outflow from investing activities	**(508.5)**	**(505.3)**	**(161.0)**
Cash flows from financing activities			
Repayment of lease liabilities	(9.8)	(11.9)	(12.3)
Net proceeds from convertible bond issue	291.1	–	293.1
Convertible debt buy-back	–	–	(334.2)
(Payment for) / proceeds from capped call option	(26.2)	–	13.6
Purchase of shares to settle employee share plans	(3.3)	(5.2)	(3.5)
Share buy-back	–	(9.1)	–
Dividends paid	(397.3)	(346.6)	(206.3)
Net cash outflow from financing activities	**(145.4)**	**(372.7)**	**(249.6)**
Net (decrease) / increase in cash and cash equivalents	**(92.0)**	**(307.3)**	**153.5**
Cash and cash equivalents at the beginning of the financial year	730.7	638.8	331.9
Effects of exchange rate changes on cash and cash equivalents	0.1	0.4	(0.6)
Cash and cash equivalents at the end of the financial year	**638.8**	**331.9**	**484.8**

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4.5. Pro forma consolidated statement of financial position

4.5.1. Pro forma basis of preparation

The Pro Forma Historical Financial Information set out in this Section has been prepared to illustrate the financial position of New Hope as if the Offer had been completed and the scheme had been implemented as at 31 July 2026.

The Scheme remains subject to the conditions to its implementation and may not be implemented. The Pro Forma Historical Financial Information does not reflect the actual or prospective financial position of New Hope or the combined group at the time of implementation of the Offer or the Scheme (as applicable). It has been prepared for illustrative purposes only and solely for the purpose of inclusion in this Prospectus. The Pro Forma Historical Financial Information presented in this Section is based on the:

(a) historical consolidated statement of financial position of New Hope as at 31 July 2026; and
(b) pro forma adjustments described in this Section.

The historical statement of financial position of Malabar as at 30 June 2026 has been derived from Malabar's audited consolidated financial statements for the financial year ended 30 June 2026, on which an unqualified audit opinion was issued. New Hope considers that the use of Malabar's statement of financial position as at 30 June 2026 for the presentation of the combined group in the Pro Forma Historical Financial Information does not have a material impact, for the reasons given in note (1) below under Key assumptions and notes section.

The Pro Forma Historical Financial Information has been prepared on a going concern basis.

The Pro Forma Historical Financial Information has been prepared in accordance with the recognition and measurement principles contained in AAS, other than that it includes adjustments which have been prepared in a manner consistent with the recognition and measurement principles contained in AAS, that reflect the direct impact of the Offer and the Scheme, as if they occurred as at 31 July 2026.

The Pro Forma Historical Financial Information does not purport to reflect the actual or prospective financial position of the combined group upon implementation of the Scheme.

The Pro Forma Historical Financial Information has been prepared in a manner consistent with New Hope's material accounting policies described in its consolidated financial statements for the year ended 31 July 2026. In preparing the Pro Forma Historical Financial Information, New Hope has undertaken a review to identify significant accounting policy differences between New Hope and Malabar where the impact is potentially material to the combined group and could be reliably estimated. No material differences have been identified by New Hope.

This section has been prepared to illustrate the pro forma historical consolidated statement of financial position of the Group as at 31 July 2026 assuming the Offer of $250 million Hybrid Securities, adjusted for offer costs, and the proposed Malabar Acquisition (see notes below).

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$ million	New Hope Reported 31 July 2026	Pro forma adjustments for the Offer (2)	Pro forma 31 July 2026 post-Offer	Pro forma adjustments for proposed Malabar Acquisition (3) to (8)	Pro forma 31 July 2026 post-Offer and Malabar Acquisition (1)
Cash and cash equivalents	484.8	244.0	728.8	64.1	792.8
Receivables	106.8	–	106.8	17.9	124.7
Derivative financial instruments	95.8	–	95.8	–	95.8
Inventories	127.1	–	127.1	31.6	158.8
Current tax assets	4.7	–	4.7	–	4.7
Other financial assets	293.7	–	293.7	0.1	293.8
Other assets	–	–	–	7.2	7.2
Investments in associates (Malabar)	352.4	–	352.4	(352.4)	–
Investments in associates (Other)	–	–	–	30.0	30.0
Equity investments	0.3	–	0.3	–	0.3
Property, plant and equipment	2,076.3	–	2,076.3	2,380.9	4,457.2
Intangible assets	58.5	–	58.5	4.8	63.3
Exploration and evaluation assets	14.2	–	14.2	47.4	61.6
Deferred tax assets	–	–	–	33.9	33.9
Total assets	**3,614.7**	**244.0**	**3,858.7**	**2,265.3**	**6,124.1**
Trade and other payables	130.5	–	130.5	69.8	200.3
Derivative financial instruments	68.2	–	68.2	–	68.2
Borrowings (including lease liabilities)	389.2	–	389.2	524.4	913.7
Provisions	200.5	–	200.5	51.0	251.5
Other financial liabilities	–	–	–	27.3	27.3
Financial guarantee liability	2.6	–	2.6	–	2.6
Unearned revenue and contract liabilities	–	–	–	215.9	215.9
Deferred tax liabilities	208.9	–	208.9	–	208.9
Total liabilities	**999.9**	**–**	**999.9**	**888.4**	**1,888.3**
Net assets	**2,614.8**	**244.0**	**2,858.8**	**1,376.9**	**4,235.8**
Contributed equity	12.9	244.0	256.9	1,330.5	1,587.3
Reserves	(75.1)	–	(75.1)	–	(75.1)
Retained earnings	2,677.0	–	2,677.0	46.5	2,723.5
Total equity	**2,614.8**	**244.0**	**2,858.8**	**1,376.9**	**4,235.8**

4.5.2. Key assumptions and notes

(1) Reported balances and balance dates. No adjustment has been made for movements in Malabar's balances between 30 June 2026 and 31 July 2026. The Directors of New Hope have assessed those movements as not material to the Pro Forma Historical Financial Information.

(2) Offer (net of costs). Assumes the issue of $250.0 million of Hybrid Securities, with estimated issue costs of $6.0 million deducted, giving net proceeds of $244.0 million held as cash. The Hybrid Securities are expected to be treated as wholly equity for accounting purposes, with issue costs deducted from contributed equity and no tax effect.

(3) Scheme Consideration. Assumes the completion of the proposed acquisition. Malabar shareholders (other than New Hope) receive 0.500 NHC Ordinary Shares for each Malabar share. Based on 612,056,913 Malabar shares on a fully

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diluted basis (602,251,614 ordinary shares and 9,805,299 performance rights, assuming all performance rights vest and participate) less the 156,420,478 Malabar shares held by New Hope, approximately 227.8 million NHC Ordinary Shares would be issued. They are valued at $5.84 (the closing price on ASX on 16 October 2026), being $1,330.5 million, recognised in contributed equity. The fair value will be measured at implementation (currently expected in February or March 2027) and will differ if the NHC Ordinary Share price changes. For illustrative purposes, a 10% movement in the NHC Ordinary Share price relative to the $5.84 assumed above would increase or decrease the Scheme Consideration by approximately $133.0 million.

(4) Previously held interest in Malabar. New Hope's 156,420,478 Malabar shares (25.97% of Malabar's ordinary shares) are equity accounted at $352.4 million. On obtaining control, the Company's existing interest in Malabar will be remeasured to fair value. For pro forma purposes, the fair value of the existing interest has been provisionally estimated at $398.9 million, based on the estimated standalone fair value of New Hope's existing interest in Malabar. This estimate has been prepared for pro forma purposes only and the fair value determined at implementation may differ from the pro forma amount presented using the same implied value per Malabar share as the Scheme Consideration ($2.92). The investment is derecognised and an indicative gain of $46.5 million is recognised in retained earnings. No tax effect, and no reclassification of New Hope's share of Malabar's other comprehensive income, is reflected.

(5) Provisional acquisition accounting adjustment. Malabar's pre-acquisition equity of $500.4 million is eliminated. The Scheme Consideration plus the fair value of the previously held interest ($1,729.4 million in total) exceeds Malabar's book net assets by $1,229.0 million. No purchase price allocation has been performed, so this excess is shown as mining reserves in Property, Plant and Equipment, with no fair value adjustments or deferred tax. The final purchase price allocation may result in amounts being attributed to other identifiable assets and liabilities, related deferred tax and goodwill, and may differ materially from the provisional presentation.

(6) Items not reflected. The pro forma does not reflect: Malabar Acquisition costs; any refinancing or repayment of Malabar's borrowings; synergies; results or cash flows after the balance dates; or dividends declared or paid after 31 July 2026, including New Hope's final dividend of 30.0 cents per share paid on 15 October 2026.

(7) Borrowings. The Pro Forma Historical Financial Information assumes Malabar's existing financing arrangements remain in place following implementation of the Scheme. The facilities contain provisions for Review Events upon a change of control that will be triggered by implementation of the Scheme. This may result in amounts becoming repayable and/or being classified as current depending on whether the lenders exercise these provisions. The Pro Forma Historical Financial Information does not reflect any resulting repayment, refinancing or reclassification of Malabar's borrowings and retains Malabar's current and non-current classification as at 30 June 2026.

(8) Conditions and timing. The Malabar Acquisition is subject to conditions, including Malabar shareholder approval, court approval, Japan Fair Trade Commission and other regulatory approvals, and an independent expert concluding that the Scheme is in the best interests of Malabar shareholders (other than New Hope). It may not proceed, or may proceed on different terms or timing. The Offer is not conditional on the Malabar Acquisition. See Section 3.15 and Section 5.2.1.24.

4.5.3. Events Subsequent to 31 July 2026

On 15 September 2026, the New Hope Board determined to pay a fully franked dividend of 30 cents per share. The Dividend was paid on 15 October 2026.

In August 2026, Malabar completed the acquisition of a 5.6% shareholding in NCIG Holdings Pty Limited, together with the associated capacity entitlement at the Newcastle Coal Infrastructure Group terminal. Under an associated Rights Deed, Malabar will receive compensation from the vendor, payable in instalments through to 2028, in consideration for assuming sole responsibility for NCIG capacity charges from 1 April 2028. In October 2026, Malabar entered into and drew down an A$100 million subordinated term facility, maturing on 31 March 2031 and ranking behind Malabar's senior debt facility.

Other than as described above and in Section 3.15, the Directors are not aware of any other matter or circumstance arising since 31 July 2026 that has significantly affected, or may significantly affect, the Group's operations, the results of those operations or the Group's state of affairs. Other than as described above, New Hope is not aware of any material change in the financial position of either New Hope or Malabar since their respective balance dates.

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4.6. Prospects and prospective financial information

This Prospectus does not contain prospective financial information (such as financial forecasts or projections) in respect of the Group. After consideration, the Directors have concluded that there are no reasonable grounds for including detailed prospective financial information in this Prospectus, principally because the Group's revenues and earnings are materially dependent on coal commodity prices, foreign exchange rates and other factors subject to significant volatility and uncertainty, and any prospective financial information would therefore be inherently unreliable and potentially misleading.

Notwithstanding the above, this Prospectus contains certain forward-looking statements, including in the sections entitled 'Outlook' (Section 3.13) and 'Letter from the Chairman'. Any forward-looking statement or any statement which may be considered to be prospective financial information in this Prospectus is predictive in character, may be affected by inaccurate assumptions or by known or unknown risks and uncertainties, and actual results may differ materially from those expressed or implied in any such statement. The Company cautions investors not to place undue reliance on any forward-looking statements. Investors should consider the risk factors described in Section 5 and other uncertainties that may affect the Group's financial performance.

For a discussion of the Group's strategy and prospects, see Section 3.13 (Outlook) of this Prospectus. The risks that may affect the achievement of these prospects are set out in Section 5.

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05

RISK FACTORS

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5. Risk Factors

There are a number of risk factors specific to the Hybrid Securities, as well as specific to New Hope and of a more general nature which may, either individually or in combination, affect the future operating and financial performance, or financial condition, of New Hope and the value of an investment in Hybrid Securities. This Section 5 describes the most significant risks, but should not be taken as being exhaustive or comprehensive.

Each risk set out in this Section 5 could, if it eventuates (or a combination of the risks set out in this Section 5, if they eventuate), have a material adverse impact on New Hope's business, prospects, operating and financial performance, financial condition and results of operations.

The risks described in this section are based on an assessment of a combination of the probability of the risk occurring and the impact of the risk if it did occur. Investors should be aware that this Section 5 does not purport to list every risk that may be associated with an investment in New Hope or the Hybrid Securities now, or in the future, and many of the risks described below are partially or fully outside the control of New Hope and its Directors and management. Investors should also be aware that the risks are not listed in order of likelihood of occurrence or impact, and there is no guarantee or assurance that the importance of different risks will not change or that other risks will not emerge. Similarly, there is no guarantee or assurance that any mitigation measures New Hope takes will succeed. Investors may suffer loss as a result of these risks or in circumstances in which none of these risks arise. If you have any questions about these risks, you should seek professional advice from a licensed adviser before you make an investment decision.

This Section 5 should be read in conjunction with other information disclosed in this Prospectus. There can be no guarantee that New Hope will achieve its stated objectives or that any forward-looking statements will eventuate.

Before applying for Hybrid Securities, you should satisfy yourself that you have a sufficient understanding of the risks described in this Section 5 and of all other information set out in this Prospectus. You should consider whether the Hybrid Securities are a suitable investment for you, having regard to your own investment objectives, financial situation and particular needs (including financial and tax issues). If you do not understand any part of this Prospectus, or are in any doubt as to whether to invest in the Hybrid Securities, you should seek professional guidance from your stockbroker, solicitor, accountant, financial adviser, tax adviser or other independent professional adviser.

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5.1. Risks associated with investing in the Hybrid Securities

This section describes some of the risks associated with an investment in the Hybrid Securities.

The selection of risks has been based on an assessment of a combination of the probability of the risk occurring and the impact of the risk if it did occur. These risks are not an exhaustive statement of all risks that might emerge, they are not listed in order of likelihood of occurrence or impact and there is no guarantee or assurance that the importance of different risks will not change or that other risks will not emerge.

Investors should carefully consider these risk factors, together with the other information in this Prospectus, before deciding whether to invest in the Hybrid Securities.

This summary does not cover all the risks of investing in the Hybrid Securities.

5.1.1. Market price of the Hybrid Securities

The market price of the Hybrid Securities may fluctuate due to various factors, including:

(i) market sentiment;
(ii) Australian and worldwide economic conditions, interest rates and movements in foreign exchange rates;
(iii) movements in the market price or liquidity of NHC Ordinary Shares or the price of senior debt;
(iv) the availability of better rates of return on other securities;
(v) the Company's financial performance and position;
(vi) factors resulting in the Company deciding not to make payments on the Hybrid Securities;
(vii) changes in investor perceptions and sentiment in relation to the Company or the sector in which it operates;
(viii) the effect of any Redemption on the amount outstanding (if any) of Hybrid Securities on issue;
(ix) the risk of early Redemption following a Tax Event, Accounting Event, a Change of Control Event or Substantial Repurchase Event, and given that the Company has the right to Redeem the Hybrid Securities at any time after the Issue Date;
(x) changes in government, fiscal and monetary policy, such as product intervention by ASIC in the market for the Hybrid Securities or similar securities;

(xi) other major Australian and international events such as hostilities and tensions, natural disasters, spread of communicable diseases and acts of terrorism; and

(xii) changes in laws relating to the taxation treatment of the Hybrid Securities, including franking.

The Hybrid Securities may trade at a market price below the Face Value. Holders who wish to sell or otherwise transfer their Hybrid Securities prior to Redemption may suffer loss if the Hybrid Securities trade at a market price below the amount for which the Hybrid Securities were acquired by those Holders. There is no guarantee that the Hybrid Securities will remain continuously quoted on ASX.

In recent years, markets have sometimes been volatile. Volatility risk is the potential for fluctuations in the price of securities, sometimes markedly and over a short period. Investing in volatile conditions implies a greater level of volatility risk for investors than an investment in a more stable market.

You should carefully consider the impact of volatility risk on the potential market price of the Hybrid Securities before deciding whether to make an investment in the Hybrid Securities.

Holders should note that, unlike NHC Ordinary Shares, the Hybrid Securities do not provide a material exposure to growth in the Company's business.

5.1.2. Liquidity

There is a risk that there may be no liquid market for Hybrid Securities. Although the Company intends to have Hybrid Securities quoted on ASX, there is no guarantee that a liquid market will develop for Hybrid Securities or that the Hybrid Securities will remain continuously quoted on ASX.

The market for Hybrid Securities may be less liquid than the market for NHC Ordinary Shares or comparable securities issued by the Company or other entities and may be volatile. The market price of Hybrid Securities is likely to fluctuate and, if Holders wish to sell or otherwise transfer their Hybrid Securities prior to Redemption, they may be unable to do so at a price acceptable to them, or at all, if insufficient liquidity exists in the market for Hybrid Securities.

5.1.3. Hybrid Securities are perpetual, unsecured and subordinated obligations

Hybrid Securities are unsecured and subordinated obligations issued by the Company. They are perpetual instruments, meaning they have no maturity date, so Holders may never be repaid the principal they have invested. Although the Company may Redeem the Hybrid Securities in certain circumstances, the Company is under no obligation to do so. Holders should be aware that they may be required to bear the financial risks associated with an investment in the Hybrid Securities for an indefinite period of time.

Hybrid Securities are claims on the Company, which is the ultimate parent of the Group and its operating subsidiaries. The Company is the ultimate holding company of the Group and substantially all its assets are made up of shares in, or other claims on, the Company's subsidiaries. Accordingly, the claims of Holders against the Company will be limited to the value of the Company's residual claims to the net assets (if any) of the subsidiaries, after all liabilities of those subsidiaries have been discharged or provided for.

There is a risk that, if the Company is wound-up, a Holder may not receive a return of their investment. Hybrid Securities are issued by the Company under the Hybrid Securities Terms. A Holder has no claim on the Company in respect of Hybrid Securities, except as provided in the Hybrid Securities Terms, and has no claim on any other member of the Group.

In a winding-up or liquidation of the Company, Hybrid Securities are subordinated, and Holders rank behind all Senior Creditors of the Company for payment of the Redemption Amount and any Redemption Distribution. Hybrid Securities will rank equally with, and shall be paid in proportion to, the claims of holders of all Equal Ranking Obligations. Hybrid Securities will rank ahead of all classes of the Company's share capital including its preference shares (if any). Holders will lose their investment in Hybrid Securities if there are insufficient assets to satisfy all Senior Creditors in a winding-up or liquidation of the Company.

Although Hybrid Securities may pay a higher yield than comparable securities and instruments which are not subordinated, there is a significant risk that Holders will lose all or some of their investment in Hybrid Securities should the Company become insolvent.

5.1.4. Distributions are discretionary, deferrable and may not be paid

There is a risk that Distributions will not be paid. The Company has discretion not to pay all or part of a Distribution by electing to defer payment of all or part of a Distribution which is payable on a Distribution Payment Date.

The Company must pay any Deferred Distributions on the earliest Compulsory Payment Event to occur, however a Compulsory Payment Event may never occur, and as a result, Deferred Distributions may never be paid.

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If the Company does not pay a Distribution in full within 20 Business Days following the relevant Distribution Payment Date, then the Dividend and Capital Stopper restriction described in Section 2.1.11 applies to the Company until all Deferred Distributions are paid in full. The Dividend and Capital Stopper will not apply:

- to a Capital Return in connection with any employee incentive or share plans of the Company;
- to payments made with respect to any Equal Ranking Obligations of the Company which the Company does not have the discretion to defer or not pay; and
- to the extent that at the time a Distribution has not been paid on the relevant Distribution Payment Date, the Company is legally obliged to pay a Discretionary Distribution or make a Capital Return on or after that date.

Any deferral of a Distribution is likely to have an adverse effect on the market price of the Hybrid Securities. In addition, as a result of the deferral provisions contained in the Hybrid Securities Terms, the market price of the Hybrid Securities may be more volatile than the market price of other securities on which interest or distributions accrue that are not subject to such deferrals and may be more sensitive generally to adverse changes in the Company's financial condition.

5.1.5. The Hybrid Securities are subordinated with limited remedies for repayment

The Hybrid Securities are subordinated with limited remedies for non-payment. There may be a shortfall of funds to pay all amounts ranking senior to or equally with the claims of Holders under the Hybrid Securities if an Insolvency Event (otherwise than for the purposes of a Solvent Reorganisation of the Company) or an Enforcement Event occurs. This would result in Holders not receiving any payment if claims ranking senior to the Hybrid Securities are not satisfied in full or otherwise not receiving a full return of the Face Value.

5.1.6. Changes in Distribution Rate and Distributions

There is a risk that the rate of return in respect of the Hybrid Securities may become less attractive when compared to rates of return available on comparable securities issued by the Company or other entities.

The Distribution Rate is calculated for each Distribution Period by reference to the BBSW Rate, a benchmark floating interest rate for the Australian money market which is influenced by a number of factors, varies over time and the methodology used to calculate the BBSW Rate may change. The Distribution Rate will therefore fluctuate over time (potentially increasing or decreasing) as a result of movements in the BBSW Rate.

In some offshore money markets certain benchmark floating interest rates have been negative for periods of time in the past (for example, in certain European countries and Japan). If the BBSW Rate were to become negative, then the Distribution Rate would be less than the Margin, and in some cases could become equal to zero. In addition, the methodology used to calculate the BBSW Rate may change over time. The Distribution Rate will go up or down over time as a result of movements in the BBSW Rate.

The Distribution Rate may be less than the Margin even where the BBSW Rate is positive depending on the level of the Australian corporate tax rate, since the Distribution Rate is equal to the sum of the BBSW Rate and the Margin, multiplied by (1–Tax Rate).

If the Company determines that a Rate Disruption Event has occurred, then the Company will use as the BBSW Rate such Alternative Rate as it may determine and will make such adjustments to the Hybrid Securities Terms as it determines are reasonably necessary to calculate Distributions in accordance with such Alternative Rate.

As the Distribution Rate fluctuates, there is a risk that it may become less attractive when compared to the rates of return available on comparable securities issued by the Company or other entities. Distributions will go up or down (both increasing and decreasing) as a result of changes in the Distribution Rate due to the factors outlined above, changes in the Franking Rate (see Section 5.1.7 below), and also as a function of the number of days in each Distribution Period.

5.1.7. Distributions may not be fully franked or franked at all

The Company expects Distributions, if paid, to be franked at the same rate as dividends on NHC Ordinary Shares. The applicable Franking Rate for dividends paid for FY 2026 on NHC Ordinary Shares was 100%. However, there is no guarantee that the Company will have sufficient franking credits in the future to fully frank Distributions or to frank them at all. The Franking Rate for a Distribution Period may fluctuate, depending on the Company's level of available franking credits and the Company's distributable profits.

The Company's available franking credits may be affected by a wide range of factors, including its business performance, the applicable Australian corporate tax rate, the assessment of relevant tax authorities and the amount of other frankable distributions. The Company's distributable profits may also be affected by a wide range of factors including its level of earnings and other distributions it makes.

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If any Distribution payment is not fully franked, then the cash amount of the Distribution will increase to compensate for the reduction in franking credits. Any Redemption Distribution will not be increased if not fully franked.

The value and availability of franking credits to a Holder will differ depending on that Holder's particular tax circumstances. Holders should be aware that the potential value of any franking credits does not accrue at the same time as the receipt of any cash Distribution and that the ability to use any franking credits, either by offsetting a tax liability or by claiming a refund after the end of the income year (for certain qualifying Holders), will depend on the individual position of each Holder. Each Holder should refer to the taxation summary in Section 7 and obtain professional advice in relation to their tax position.

5.1.8. Distributions on Hybrid Securities may be restricted by the terms of other similar securities

There is a risk that the terms of the Company's other outstanding and future securities could limit the Company's ability to make payments on Hybrid Securities. If the Company does not make payments on other securities, payments may not be permitted to be made in respect of Hybrid Securities.

If distribution restrictions for another security apply to payments on the Hybrid Securities, the Company may not be able to pay Distributions when scheduled to do so under the Hybrid Securities Terms and may not be able to Redeem the Hybrid Securities. The Company is not restricted from issuing other securities of this kind or agreeing in the terms of issue of other securities to additional or different payment tests or distribution restrictions (see Section 2.1).

5.1.9. Redemption is at the Company's discretion

The Company may elect to Redeem, at its option:

- all (but not some only) Hybrid Securities following the occurrence of a Tax Event, a Change of Control Event, an Accounting Event or a Substantial Repurchase Event; or
- all or some Hybrid Securities on any date after the Issue Date.

There is a risk that the Company will not Redeem Hybrid Securities. Redemption is at the Company's option and Holders have no right to require it. Section 5.1.3 outlines the possible consequences of this for Holders.

Any Redemption at the Company's option may occur on dates not previously contemplated by Holders or may not occur at all. This may be disadvantageous to Holders in light of market conditions or their individual circumstances and may not coincide with their individual preference in terms of timing.

This also means that the period for which Holders will be entitled to the benefit of the rights attaching to Hybrid Securities (such as Distributions) is unknown.

The Redemption Amount (and any relevant Redemption Distribution) may be less than the prevailing market value of the Hybrid Securities. In addition, an investor may not be able to reinvest the redemption proceeds in comparable securities which provide a comparable risk/return profile as that of the Hybrid Securities.

5.1.10. Consequences if a Change of Control Event occurs

The Company is listed on the ASX, and may be affected by merger and acquisition activity, including the possibility of it being acquired by or merged with another company, which may constitute a Change of Control Event. If a Change of Control Event occurs, the Company may elect to Redeem the Hybrid Securities (but is not required to do so).

If the Company does elect to Redeem the Hybrid Securities on the occurrence of a Change of Control Event, such a Redemption could occur at a time not previously contemplated by Holders, which may be disadvantageous for them in light of market conditions and may not coincide with their individual preferences or intended investment outcomes. This also means that the period for which Holders will be entitled to the benefit of the rights attaching to Hybrid Securities (such as Distributions) is unknown.

If there is a change of control of the Company whereby it is replaced as the ultimate holding company of the Group by an Approved Successor (see Section 1.1.13), such a change of control will not constitute a Change of Control Event (and the consent of Holders to such a change of control will not be required). The outcomes for Holders arising from such a change of control will be uncertain and Holders may face increased or different risks in holding the Hybrid Securities. Holders should be aware that the Approved Successor would become the issuer of the Hybrid Securities without the consent of Holders.

5.1.11. Future issues or redemptions of securities by the Company

There is no restriction on future issues or redemptions of securities by the Company (subject to a limitation on debt incurrence – see further on this below). This means there is a risk that the Company may issue other securities that affect the return that a Holder receives on their investment in the Hybrid Securities. Such issues or redemptions may also

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increase the likelihood of deferral of Distributions under the Hybrid Securities. The Company's obligations under Hybrid Securities are subordinated in a winding-up or liquidation to the Company's obligations to holders of senior ranking securities and instruments and all Senior Creditors (including holders of its Convertible Notes). Accordingly, the Company's obligations under Hybrid Securities will not be satisfied unless it can fully satisfy all of its obligations ranking senior to Hybrid Securities.

Hybrid Securities contain a provision limiting the incurrence of additional financial indebtedness (other than Permitted Debt) which ranks ahead of the Hybrid Securities on a winding up of the Company if incurring such financial indebtedness would cause (i) the Senior Net Leverage Ratio to exceed 2.50x and (ii) total Net Debt to exceed $600 million (see Sections 2.3.4 and 5.1.12).

The Hybrid Securities Terms do not restrict the Company from:

- issuing Equal Ranking Obligations that rank equally with Hybrid Securities;
- issuing securities that rank junior to Hybrid Securities; or
- incurring indebtedness within the categories of Permitted Debt carved out from the debt incurrence restriction (see Section 5.1.12 below).

5.1.12. Restriction on debt incurrence may not provide adequate protection

The restriction on the incurrence of financial indebtedness by the Company and members of the Group is designed to limit the Group's ability to incur excessive senior ranking indebtedness. However, Holders should be aware that the Group may still incur Permitted Debt, being:

- financial indebtedness incurred exclusively for the purpose of repaying other financial indebtedness, and which is applied in full for that purpose within 60 days of such incurrence;
- financial indebtedness incurred in connection with the acquisition of a business which, on the date of such acquisition on a pro-forma basis, reduces the Senior Net Leverage Ratio;
- financial indebtedness assumed in connection with the acquisition of a business as a result of consolidation of the financial liabilities of the target, provided that such financial indebtedness was not incurred by the target in contemplation of, or in connection with, such acquisition by the Group; and
- any other financial indebtedness in the ordinary course of business where the total amount outstanding does not exceed $25,000,000 (or its equivalent) in aggregate for the Group.

Similarly, there is no restriction on the Company redeeming or otherwise repaying its other securities it may have on issue from time to time, including other securities which rank equally with or junior to Hybrid Securities (other than to the extent the Dividend and Capital Stopper applies).

The Company may incur further indebtedness and may issue further securities including further Equal Ranking Obligations before, during or after the issue of Hybrid Securities.

The Hybrid Securities Terms do not restrict any member of the Group from redeeming, buying back or undertaking a reduction of capital in certain circumstances or otherwise repaying its other securities (whether existing securities or those that may be issued in the future), other than to the extent the distribution restrictions described in Sections 2.1 and 5.1.8 apply.

5.1.13. Australian tax consequences

There is a risk that the position of Holders may be adversely affected if a change is made in Australian tax law, or there is an administrative pronouncement or ruling. A general outline of the tax consequences of investing in Hybrid Securities for certain potential investors is set out in the Australian taxation summary in Section 7. This discussion is in general terms and is not intended to provide specific advice addressing the circumstances of any particular potential investor. Accordingly, potential investors should seek independent advice concerning their own individual tax position.

If, as a result of a change or amendment in Australian tax law (or any change in their application or official or judicial interpretation) which change or amendment becomes effective on or after the Issue Date and which was not expected by the Company on the Issue Date, there would be a more than insignificant increase in the Company's costs, charges and expenses in relation to Hybrid Securities being on issue or that any Distribution or Deferred Distribution would not be frankable (for example, due to a change to the existing franking regime), a Tax Event may occur. The Company may then elect, at its option, to Redeem all (but not some only) Hybrid Securities. A Tax Event will not have occurred if the change in tax treatment was expected by the Company at the Issue Date. If the corporate tax rate were to change, the cash amount of Distributions and the amount of any franking credits will change.

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5.1.14. Amendment of Hybrid Securities Terms and Trust Deed

There is a risk that either or both the Hybrid Securities Terms and the Trust Deed may be amended in a way that the Holder does not agree with.

The Company may, with the approval of the Trustee, make certain amendments to the Hybrid Securities Terms or Trust Deed without the approval of Holders. These include amendments which may affect the rights of Holders, including:

(a) amendments of a formal, technical or minor nature, made to cure any ambiguity or correct any manifest error;
(b) changes that enable Hybrid Securities to be quoted on ASX or sold or to comply with applicable laws or listing rules;
(c) amendments made to amend terms of any Hybrid Securities to align them with any Equal Ranking Obligations issued after the date of such Hybrid Securities or amend the definition of "Equal Ranking Obligations" on account of the issue (after the date of any Hybrid Securities) of capital instruments of the Group;
(d) amendments made to give effect to any successor rate or alternative rate for BBSW Rate; or
(e) any other change that, in the Company's reasonable opinion, is not, taken as a whole and in conjunction with all other amendments to be made contemporaneously with that proposed amendment, materially prejudicial to the interests of Holders as a whole.

In the case of (c) and (e) above, the Company must give at least 30 days' prior notice (or such other period as may be acceptable to the Trustee) of the proposed amendment to the Trustee, including in the case of (c) and (e), the reasoning for its opinion as to why it considers the proposed amendment is not materially prejudicial to the interests of the Holders as a whole (a "**Proposed Amendment Notice**"). If the Trustee notifies the Company that the proposed amendment may be materially prejudicial to the interests of Holders as a whole (which notice shall be given as soon as practicable, and in any event within 10 Business Days of the date of receipt of the Proposed Amendment Notice), the proposed amendment must be approved by the Holders in accordance with the Hybrid Securities Terms. The Company may also, with the approval of the Trustee, amend the Hybrid Securities Terms or Trust Deed if the amendment has been approved by a Special Resolution. Amendments made in accordance with this procedure are binding on all Holders even if a Holder does not agree with or did not attend or vote at any meeting in relation to the amendment.

5.1.15. Accounting Standards

New accounting standards or amendments to existing accounting standards issued by either the International Accounting Standards Board or the Australian Accounting Standards Board may affect the reported earnings and financial position of the Company in future financial periods. This may adversely affect the ability of the Company to pay Distributions.

5.1.16. No rights to vote with respect to general meetings of the Company

There is a risk that Holders may be affected by corporate decisions made by the Company. Holders have no voting or other rights at a general meeting of the Company. Consequently, Holders cannot influence any decisions by the Company in respect of Hybrid Securities or any other decisions by the Company's shareholders and will therefore be unable to influence decisions that may have adverse consequences for them. In addition, Hybrid Securities do not confer on Holders any right to subscribe for new securities in the Company or to participate in any bonus issue of securities.

5.1.17. Change of law

The Agency Agreement, the Trust Deed and the Hybrid Securities Terms are governed by the laws of New South Wales in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the law in New South Wales or administrative practice after the date of this Prospectus or the issue of the Hybrid Securities and any such change could materially adversely impact the Hybrid Securities.

5.2. Risks associated with New Hope

This section describes some of the risks associated with the Group. Risks associated with the Group are relevant to an investment in Hybrid Securities because they may adversely affect the Company's ability to fulfil its obligations under the Hybrid Securities Terms and the market value of the Hybrid Securities.

As noted in Section 5.1 in relation to the risks associated with the Hybrid Securities, the selection of risks in this Section 5.2 has been based on an assessment of a combination of the probability of the risk occurring and the impact of the risk if it did occur. They are not an exhaustive statement of all risks that might emerge, they are not listed in order of likelihood of occurrence or impact and there is no guarantee or assurance that the importance of different risks will not change or that other risks will not emerge.

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Investors should carefully consider these risk factors, together with the other information in this Prospectus, before deciding whether to invest in Hybrid Securities.

This summary does not cover all the risks associated with New Hope.

5.2.1. Risks relating to the Group's business

5.2.1.1. Volatility of coal prices

Almost all of the Group's revenue is derived from the sale of thermal coal products, and therefore the Group's results of operations are highly dependent upon the prices the Group receives for its coal. Coal prices are cyclical and fluctuate depending on conditions in the global and regional coal markets. The market price for thermal coal has historically been volatile and is affected by numerous factors over which the Group has no control. It is sensitive to changes in coal mining capacity and output levels, the outcome of sale contract negotiations, patterns of demand and consumption of coal (for industrial and electrical generation usage), environmental, coal import and other regulations, technological developments, the price and availability of competing coal and alternative fuel or energy supplies (domestic and foreign), changes in international freight rates or other transportation infrastructure costs, changes in foreign exchange rates, labour disruptions, economic downturns, the status of global, regional and local credit markets and other macroeconomic conditions, the imposition of tariffs, quotas, trade barriers, trade sanctions and other trade protection measures, speculative trading activity, the impacts of pandemics, and the impacts of hostilities and conflicts on shipping and global coal and energy supply. As a result, the Group is highly exposed to movements in coal prices and any reduction in thermal coal prices would have an adverse impact on its financial condition and results of operations.

Power generation from coal remains a cost-effective and secure form of energy in a global environment where energy prices are rising and energy security is of increasing concern, and new thermal generation capacity continues to be installed in some of the Group's key markets. However, the Group expects that the increasing focus on renewable energy generation and environmental regulations, as well as the consequential decline in electricity generation from fossil fuels and coal in particular, will result in the share of coal powered electricity generation to also decline. A decrease in thermal electricity generation may consequently result in reduced demand for thermal coal.

The price outlook for thermal coal is further impacted by regulatory factors, including, foreign policy, legislative, regulatory and judicial developments, environmental regulatory changes or changes in energy policy and energy conservation measures that may adversely affect the thermal coal industry (such as legislation limiting carbon emissions or imposing a carbon price, or providing for increased funding and incentives for alternative energy sources), as well as Australian and foreign air emission standards for thermal coal-fuelled power plants and the ability of thermal coal-fuelled power plants to meet these standards. For further information on energy policy and regulatory measures, refer to the risk factor in Section 5.2.1.6. In addition, technological advancements, including those related to alternative energy sources, coal hydrogenation or "coal-to-liquids", coal gasification and those aimed at capturing, using and storing carbon dioxide, have impacted, and will continue to impact, the prices of thermal coal.

In addition, pandemics, epidemics, or any other serious public health concerns (such as Ebola, listeriosis, avian flu, H1N1 virus, Severe Acute Respiratory Syndrome ("**SARS**") and COVID-19) whether on a regional or global scale, together with any resulting restrictions on travel, imposition of quarantines and prolonged closures of workplaces, have had (and to the extent they occur in the future, are likely to have) a material adverse effect on the global economy in general, as well as on demand for thermal coal and on thermal coal prices. Adverse and volatile economic conditions, coupled with a depressed price environment, could result in thermal coal prices falling below the Group's production costs, which would lead to material adverse effects on the Group's results of operations, cash flows and overall financial condition. Should this situation remain for an extended period, the Group may have to suspend some or all of its operations in order to decrease or stop production for a period of time, reduce operational capital expenditures and/or make other long-term strategic decisions.

The Maxwell Underground Mine has optionality for a portion of future production to be sold as a semi-soft coking coal product, suitable for steel making. Demand and pricing for semi-soft coking coal are influenced by conditions in the steel industry and may be volatile. Accordingly, to the extent the Maxwell Underground Mine's production is sold into the metallurgical coal market, the Group may be exposed to those market conditions. The occurrence of any of the above risk factors could have a material adverse effect on the Group's business, operating results and financial condition.

5.2.1.2. Foreign exchange fluctuations

Foreign exchange fluctuations could have a material adverse effect on the Group's results of operations and financial condition. Thermal coal is sold throughout the world principally in U.S. dollars, but the Group's operating expenses are primarily incurred in Australian dollars. As a result, the majority of the Group's sales revenue is denominated in U.S. dollars, while the majority of its operating costs are in Australian dollars, exposing the Group to foreign currency exchange

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rate risk. Any significant and sustained appreciation of the Australian dollar against the U.S. dollar may materially decrease the Group's sales revenue in Australian dollar terms. Furthermore, the Australian dollar and the U.S. dollar are the most important currencies influencing the Group's asset valuations. The Group hedges a portion of its foreign currency exchange rate exposure through derivative instruments based on the Group's risk management policy. However, the Group does not seek to hedge all of its foreign currency exchange rate exposure. As such, the fluctuations in the exchange rates of these currencies may adversely affect the Group's operating results, cash flows or financial condition to a material extent. Conversely, a weakening of the Australian dollar against the U.S. dollar may result in an increase in the Group's sales revenue in Australian dollar-based terms. For further information, refer to the risk factors in Section 5.2.1.4.

5.2.1.3. Costs of consumables and equipment

Consumables and equipment required for use in mining operations, such as fuel, energy, water, chemical reagents, explosives, tyres, steel and other mining equipment, form a relatively large part of the operating costs and capital expenditure of the Group. The Group has limited to no control over the costs of such consumables, many of which are, to some degree, linked to the price of oil and steel. Fluctuations in oil and steel prices have a significant impact on the Group's operating cost and capital expenditure estimates and, in the absence of other economic fluctuations, could result in significant changes in the total expenditure estimates for new projects of the Group or render certain projects non-viable, either of which could have a material adverse effect on the Group's business, operating results and financial condition.

5.2.1.4. Macroeconomic, strategic, financial and political risks

The Group is subject to macroeconomic, strategic, financial, operational and political risks. The macroeconomic environment remains challenging and the Group's results of operations could be materially and adversely affected by conditions in the global capital markets and the economy and business conditions generally. Geopolitical risks, including any deterioration of trade relations between countries, the imposition of trade sanctions, ongoing threats of terrorism, differences and tensions among major powers, instability in the Middle East and European fragmentation (including the ongoing conflicts in Ukraine, Israel and Gaza, and Iran and the Persian Gulf), may create more uncertainties for long-term investors and asset owners including the Group and its customers.

The Group operates in, and depends upon, the operation of global capital markets and economies, including through exposures to trade policies, securities, loans, derivatives and other activities. In particular, uncertainty and volatility in global credit markets, liquidity constraints, increased funding costs, constrained access to funding and the decline in equity and capital market activity have adversely affected, and may again adversely affect, the Group's access to capital, cost of capital and ability to meet liquidity needs and transaction flow in the sector in which the Group operates.

Sudden declines and significant volatility in the prices of assets may substantially curtail or eliminate the trading markets for certain assets, which may make it difficult to sell, hedge or value such assets. The inability to sell or effectively hedge assets reduces the Group's ability to limit losses in such positions and difficulty in valuing assets may negatively affect the Group's capital, liquidity or leverage ratios.

Factors such as consumer spending, business investment, government spending, the volatility and strength of the capital markets and inflation all affect the business and economic environment and, ultimately, the value and profitability of the Group. Negative trends in these factors or a prolonged deterioration in general economic conditions, including a decrease in consumer and business demand, could lead to declines in the Group's revenue and profit. In the event of extreme prolonged market events (such as the 2008 global financial crisis), the Group could incur significant losses. The market and economic disruptions associated with a recession (such as changes in inflation, persistent inflation, interest rates and foreign exchange rates, the availability of credit, changes in fiscal policies, labour costs and employment levels) may affect consumer confidence levels and spending, corporate investment and job creation, activity in major construction and infrastructure development, bankruptcy rates, levels of incurrence and default on consumer and corporate debt, economic growth rates and asset values, among other factors. Any such unfavourable conditions or developments could have an adverse impact on the Group's business. For example, these developments can adversely affect consumer sentiment and business confidence, resulting in declines in demand in the heavy industry and in the baseload demand for energy products. This risk is heightened in the current global macroeconomic environment characterised by high inflation, high interest rates, and associated economic uncertainty.

In addition to macroeconomic conditions, the coal industry is highly susceptible to other factors that are entirely outside the Group's control and which could adversely impact the Group's operations and financial results. These factors include, but are not limited to:

- world energy prices, particularly fuel price escalations;
- changes in commodity prices;
- prolonged work stoppages or labour unrest;

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- tax increases and other changes in the laws and regulations governing or otherwise affecting the coal industry or energy markets (e.g. the Domestic Coal Reservation Scheme introduced by the New South Wales Government in 2023, the increases in coal royalty rates by the Queensland and New South Wales Governments, and the Safeguard Mechanism introduced by the Australian Government);
- opposition to fossil fuels;
- cyber-security attacks;
- trade sanctions;
- tariffs; and
- tightening of credit markets.

Many of these factors are in a state of flux and may have an adverse impact on the business, financial condition, results of operations and prospects of the Group in the future. If market conditions were to deteriorate, the Group may need to take measures (which may include cost reductions) in order to manage such business and financial risks, and there is a risk of future impairment of the carrying value of the Group's assets.

The Group's business could also be adversely affected by incidents of actual or threatened terrorism, global security issues, political and social instability (such as anti-government protests), war, hostilities, trade wars, embargoes, damage or destruction of maritime infrastructure impacting shipping and trade flows, and other trade and economic sanctions or conflict or other events which could raise concerns about safety issues, including hygiene concerns, or as a result of unusual weather patterns or natural disasters (such as earthquakes or bushfires), major incidents (such as blockages of shipping canals and routes), potential outbreaks of epidemics or pandemics (such as COVID-19, Ebola, influenza, H1N1 virus, avian flu or SARS outbreaks) or other human or natural disasters (such as those that may result in exposure to radiation). Such concerns, or concerns arising from similar events in the future, are outside the control of the Group and could materially and adversely affect the business and financial performance and results of operations of the Group over the short and long term.

5.2.1.5. Decreases in demand for coal fired electricity and changes in thermal coal consumption patterns

Increasing focus on renewable and clean energy generation, competition from alternative fuel sources such as natural gas, and changes in demand and supply driven by environmental regulations, are expected to result in the further decline of coal fired electricity generation due to retirement of coal fired capacity in favour of alternative energy. Whilst reductions in demand for coal are expected to occur over the medium to long term, increased political support for accelerated decarbonisation may result in the demand for thermal coal reducing faster than anticipated. Further reductions in demand, or reductions in demand which occur faster than anticipated, for coal fired electricity generation and the growth of alternative energy options, such as renewables, and alternate power generation technologies, as well as any reduction in demand for electricity generally could materially reduce the demand for thermal coal, which may have a material adverse effect on the Group's financial condition, results of operations and outlook.

5.2.1.6. The Company is exposed to risks associated with climate change and the transition to a lower-emissions economy, including physical risks and risks arising from changes in policy, regulation, markets and stakeholder expectations

Climate change and the global transition towards a lower-emissions economy may materially adversely affect the Group's business, operations, financial condition and prospects. The Group is exposed to transition risks arising from changes in government policy, regulation, technology, market conditions and stakeholder expectations, as well as physical risks associated with changes in climate patterns and extreme weather events. These risks may affect demand for the Group's products, access to essential infrastructure and services, regulatory approvals, operating and compliance costs, production levels, asset values and the availability and cost of financing and insurance.

Reduced demand for thermal coal

International efforts to address climate change, including government commitments to reduce GHG emissions and achieve net-zero emissions, together with the expansion of renewable and alternative energy sources, are expected to contribute to a reduction in demand for thermal coal over time. Although the Group expects seaborne thermal coal demand to remain resilient in the short term, a more rapid or sustained decline in demand could materially adversely affect the Group's sales, profitability, asset values and prospects. Further information regarding the risks associated with declining demand for thermal coal is provided in Section 5.2.1.5.

Access to key suppliers, infrastructure and services

The Group relies on third-party suppliers and infrastructure providers, including rail haulage operators, rail network owners, port operators and other logistics service providers, to transport and export its coal products. Over time, changes in climate-related policies, emissions reduction commitments or stakeholder expectations may cause these providers to

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restrict, withdraw or reprice services to coal producers, or reduce investment in infrastructure supporting the coal industry.

A reduction in access to essential logistics services, increased service costs or an inability to secure suitable alternative arrangements could disrupt production and sales, constrain stockpile capacity, increase operating costs and adversely affect the Group's financial performance and prospects.

Increased restrictions on mining and related activities

Climate-related considerations are increasingly relevant to government policy, regulatory decision-making and the assessment of applications for new, modified or extended mining approvals.

Changes in legislation, government policy, regulatory requirements or the interpretation and application of existing laws may result in more onerous conditions, restrictions or delays affecting the Group's mining and related activities. These may include increased scrutiny of GHG emissions, additional environmental assessment or reporting requirements, restrictions on production or operating activities, or more stringent conditions applying to regulatory approvals. Climate-related litigation, objections and stakeholder activism may also affect approval processes and outcomes.

For example, the New South Wales Government's NSW Coal Industry 2026–50 policy indicates that proposals for new standalone greenfield coal mines will not be considered, while extensions of existing operations may continue to be assessed subject to applicable requirements. Reforms to Commonwealth environmental legislation may also affect the assessment and approval of mining and related activities.

These developments could increase compliance costs, constrain existing operations or restrict future development opportunities. Further information regarding regulatory and approvals risks is provided in Section 5.2.4.1.

Emissions reduction regulation and compliance costs

The Group's mining operations generate GHG emissions, principally through fugitive emissions released during coal extraction and the combustion of diesel by mining equipment and vehicles. The Group is subject to existing emissions reporting and reduction obligations and may become subject to additional or more stringent requirements as governments implement policies directed at reducing GHG emissions.

The Australian Government's Safeguard Mechanism requires covered facilities to maintain net Scope 1 GHG emissions at or below declining facility-specific baselines. Bengalla Mine is currently the Group's only facility covered by the Safeguard Mechanism. Where Bengalla Mine's emissions exceed its applicable baseline, the Group is required to address the exceedance through mechanisms permitted under the scheme, including the surrender of eligible Australian carbon credit units ("**ACCUs**").

The Group currently relies on purchasing and surrendering ACCUs to meet Bengalla Mine's baseline exceedances and expects to continue doing so in the short term. The extent and cost of future compliance will depend on production levels, fugitive emissions, applicable baselines, the price and availability of ACCUs and the technical and economic feasibility of direct operational emissions reduction measures. The ability to implement material direct emissions reductions may be constrained by available technology, geological and operational conditions, safety requirements and economic considerations.

The Maxwell Underground Mine is also expected to become subject to the Safeguard Mechanism as production increases. This may give rise to additional emissions reduction and compliance obligations for the Group if the Scheme is implemented, including costs associated with the purchase and surrender of ACCUs.

The Safeguard Mechanism is subject to ongoing policy review, including a review of its settings during FY 2027. Future changes to emissions baselines, decline rates, coverage thresholds or compliance requirements could increase the Group's obligations and associated costs. A reduction in the threshold for facilities covered by the Safeguard Mechanism could result in New Acland Mine becoming subject to the scheme.

In addition, the New South Wales Environment Protection Authority has introduced climate-related regulatory requirements expected to apply to Bengalla Mine from FY 2027, including requirements concerning emissions reporting, mitigation planning and consideration of operational emissions reduction measures.

Any tightening of emissions reduction obligations, increase in ACCU prices, reduction in the availability of eligible ACCUs or requirement to undertake additional operational abatement measures could materially increase the Group's operating expenditure, compliance costs or capital requirements. Failure to comply with applicable requirements may also expose the Group to regulatory enforcement action, penalties, operational restrictions or reputational damage.

Physical climate-related risks

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The Group's mining operations and associated supply chains are exposed to physical risks associated with climate change, including extreme rainfall, flooding and other severe weather events. These events may affect workforce safety, mining activities, site access, equipment and infrastructure, coal handling and processing, and the availability and reliability of rail and port logistics services.

The Group has previously experienced operational and logistics disruptions associated with significant weather events. Such events can result in interruptions to mining and coal processing activities, constraints on rail and vessel availability, reduced saleable coal production and sales, additional maintenance requirements and increased operating costs.

The frequency, intensity and consequences of extreme weather events may change over time. More frequent or severe weather events could adversely affect production reliability, logistics performance, operating costs, asset integrity and the Group's financial performance.

Financing, insurance and other climate-related risks

Certain banks, insurers and institutional investors have introduced restrictions on their exposure to thermal coal businesses or announced plans to reduce or discontinue financing, investment or insurance services to companies involved in coal production. These developments may reduce the availability of debt or equity financing, increase financing costs, restrict access to banking services or make it more difficult or expensive for the Group to obtain adequate insurance coverage.

The Group may also be exposed to increased scrutiny, shareholder activism, litigation, public campaigns and reputational risks associated with its involvement in thermal coal production and its approach to climate-related matters.

The Group is subject to mandatory climate-related financial reporting requirements under the *Corporations Act 2001* (Cth). Compliance with these requirements involves significant judgements, assumptions and estimates concerning inherently uncertain matters and may result in additional reporting, advisory and assurance costs.

Climate-related reporting requirements and regulatory expectations continue to evolve. Any failure to comply with applicable requirements, or any disclosure found to be inaccurate, misleading or incomplete, could expose the Group to regulatory investigation, enforcement action, penalties, litigation or reputational damage.

5.2.1.7. Competition risk

Competition in the coal industry is based on factors including (among others) world supply, price, production capacity, coal quality and characteristics, product substitution, transportation capability and costs, blending capability, brand name and diversified operations. The Group is subject to competition from coal producers from Australia and other coal exporting countries (including Indonesia and Russia) as well as domestic coal production in certain markets, most notably in the People's Republic of China ("**PRC**") and India. Should those competitors obtain a competitive advantage in comparison to the Group (whether by way of an increase in production capacity, higher realised prices, lower operating costs, freight costs, export/import tariffs, lower regulatory burden or otherwise), such competitive advantage may have an adverse impact on the Group's ability to sell, or the prices at which the Group is able to sell, coal products. In addition, some of the Group's competitors may have more production capacity, as well as greater financial, marketing, distribution and other resources than the Group does, and may be subject to fewer operating constraints and less stringent environmental and other regulations than the Group is.

The consolidation of the global coal industry and major asset divestment by large, consolidated mining companies in recent years has contributed to increased competition, and the Group's competitive position may be adversely impacted by further consolidation and asset divestment among market participants or by further competitors entering into and exiting bankruptcy proceedings under a lower cost structure. Similarly, potential changes to international trade agreements, trade concessions, trade sanctions, or other political and economic arrangements may benefit coal producers operating in countries other than Australia. Other coal producers may also develop or acquire new projects to increase their coal production, and producers of lower grade metallurgical coal and Pulverised Coal Injection ("**PCI**") coal may seek to sell their product in thermal coal markets instead of metallurgical coal markets, which may adversely impact the Group's competitiveness. Some of the Group's global competitors have significantly greater financial resources, such that increases in their coal production may affect domestic and foreign coal supply into the seaborne market and associated prices and impact the Group's ability to retain or attract coal customers. In addition, the Group's ability to ship its coal to non-Australian customers depends on port and transportation capacity. Increased competition within the coal industry for international sales could result in the Group not being able to obtain throughput capacity at port facilities, as well as transport capacity, and could cause the rates for such services to increase to a point where it is not economically feasible to export the Group's coal.

Increased competition, or a failure to compete effectively, in the markets in which the Group participates may result in losses of market share and could adversely affect the Group's financial condition and results of operations.

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5.2.1.8. The Company will incur significant expenses upon closure or discontinuance of operations at the Company's mines, which could have an adverse impact on the Company's financial condition and results of operations

The Group may be required to close or discontinue operations at particular mines before the end of their mine life due to environmental, geological, geotechnical, commercial, legal, regulatory, government policy, community, health and safety or other issues. Such closures or discontinuance of operations could result in significant closure and rehabilitation expenses, asset idling costs, employee redundancy costs and other costs or loss of revenues. If one or more of the Group's mine sites are closed earlier than anticipated, the Group will be required to implement changed operational plans, fund the closure costs on an expedited basis and potentially lose revenue, which would have an adverse impact on the Group's financial condition and results of operations. In addition, there is a risk that claims may be made arising from environmental remediation upon closure of the Group sites.

Many of these costs will also be incurred where mines are placed on care and maintenance before the end of their planned mine life. A move to care and maintenance has the potential to trigger significant employee redundancy costs and a subsequent loss of revenues since ongoing management and rehabilitation of the mine requires a minimal employee presence, which would also have an adverse impact on the Group's financial condition and results of operations. Refer to Section 5.2.4.1 for further information about legislative, regulatory and approval risks.

5.2.1.9. Exploration of mineral properties and development of resources could involve significant uncertainties

The Group's investments in potential long-term projects, including the West Muswellbrook project and expansions to the Bengalla Mine, require additional expenditure to realise a path to commercial development. The Group may have additional exploration projects in other regions in the future. Discovery of any coal deposit does not guarantee that the mining of that deposit would be commercially viable. The success of any mining exploration program depends on various factors including, among other things, whether mineral bodies can be located and whether the locations of mineral bodies are economically viable to mine. The size of the deposit, development and operating costs, transport, logistics and infrastructure arrangements, coal prices and recovery rates are all key factors in determining commercial viability. In addition, the development of these resources could face significant uncertainties, may take several years and require capital expenditure from the initial exploration phase until commencement of production, during which time market fundamentals, capital costs and economic feasibility may change. As a result, actual results may differ from those anticipated by third party independent technical studies.

Furthermore, there are a number of uncertainties inherent in the development and expansion of mining operations, including the availability and timing of necessary governmental permits, licences and approvals, the timing and cost necessary to construct mining and processing facilities (including facilities and equipment that may be required by regulation to capture GHG emissions associated with operations), the availability and cost of labour, utilities and supplies, the accessibility of transportation and other infrastructure, and the availability of funds to finance construction and production activities. As a result, the Group cannot assure potential investors that any of the Group's exploration activities will result in the discovery of valuable resources or reserves, or that reported resources can be converted into reserves in the future.

5.2.1.10. The Company's business may be adversely affected if the Company is unable to acquire additional coal resources and convert them into economically recoverable coal reserves

The Group's existing coal reserves will decline as mining continues. Therefore, the Group's growth and long-term success will depend on the Group's ability to acquire or develop additional coal resources within the Group's exploration areas and to convert such coal resources into economically recoverable coal reserves. New coal resources may not be found or may not be economically recoverable. If the Group is unable to discover new coal resources or is unable to acquire additional coal resources and reserves, this could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

Even if the Group discovers additional resources or acquires additional coal resources, it could take a number of years from the initial phases of drilling until exploitation is possible, during which time the economic viability of production may change depending on the price of coal, which is subject to significant volatility, and other factors, including fuel, labour, equipment and other operating costs, changes in approval conditions, government regulations and exchange rate fluctuations. If a project proves not to be economically feasible by the time the Group is able to exploit it, the Group may incur substantial write-offs. As a result of any of the foregoing factors, the Group may not be able to discover any viable resources, may be unable to exploit any resources discovered or may not be able to recover all or any portion of the Group's investment in those exploration activities.

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5.2.1.11. Coal mining operations in Australia have inherent title risks associated with grant and renewal of tenements, native title rights, cultural heritage and Aboriginal land claims

Tenements and related approvals

Exploring or mining for coal in Australia is unlawful without a tenement granted by the relevant state government. Interests in tenements are governed by the respective state legislation and are evidenced by the granting of licences or leases. Each licence or lease is for a specific term and carries with it minimum expenditure and reporting commitments, posting of bonds and security as well as other conditions requiring compliance. Obtaining mining tenements and carrying out certain activities under mining tenements often involves first obtaining consents from landholders and other third parties (some of whom may in certain circumstances have a right of veto), as well as various approvals including environmental approvals. There is a risk that the requisite consents and approvals may not be able to be obtained on time or on acceptable commercial terms, or may not be able to be obtained at all. Further, all of the granted tenements in which the Group has or may earn an interest will be subject to applications for renewal or grant (as the case may be). The grant or renewal of each tenement or licence is usually at the discretion of the relevant government authority or may require hearing by a court or tribunal, which will consider various factors, which may include the Group's compliance with any conditions placed on an existing licence, when making its decisions. There is no certainty that an application for grant or renewal of a tenement will be granted at all or on satisfactory terms or within expected timeframes.

The conditions attached to tenements may also change. The permitting rules are complex and may change over time, making the Group's responsibility to comply with the applicable requirements more onerous, more costly or impractical, and thereby precluding or impairing continuing or future mining operations. Consequently, the Group may not be able to acquire title to or interest in tenements, or the Group may not be able to retain its interest in tenements in the long run or renew the licences or leases, if the relevant conditions are not met or if insufficient funds are available to meet expenditure commitments. If a tenement is not renewed, the Group may lose the opportunity to discover and/or develop any mineral resources on that tenement.

Native title

In Australia, mineral exploration and mining tenure (and many other forms of tenure or interests in land) may cover land that is subject to a claim for native title or land where native title has already been determined to exist. Native title is the communal, group or individual rights and interests of Aboriginal or Torres Strait Islander people in relation to their traditional land or waters. The existence of native title in Australia is recognised and protected in accordance with the Native Title Act 1993 (Cth) ("**Native Title Act**") and legislation in each State and Territory. The common law of Australia recognises a form of native title that, in circumstances where it has not been extinguished, reflects the entitlement of the appropriate traditional owners to their lands, in accordance with their traditional law and custom. The Group's interests in tenements, ability to gain access to new tenements, or to progress from the exploration phase to the development and mining phases of operations may be adversely affected by areas that are subject to native title claims.

If native title is either determined to exist or there are registered, but undetermined, native title claims over any part of the tenements and native title has not otherwise been extinguished with respect to that part, the Group may be required to negotiate with, and pay compensation to, the native title holders for impairment, loss or diminution or other effect of the proposed activities on their native title rights and interests. Compensation obligations may also arise pursuant to agreements with native title claimants or native title holders in relation to any tenements the Group acquires. The existence of native title or a registered native title claim may preclude or significantly delay the granting of exploration and mining tenements pending resolution of the statutory procedures imposed by the Native Title Act and considerable expenses may be incurred in negotiating and resolving native title issues.

The risk of unforeseen native title claims also could affect existing operations as well as development projects. Although native title will not prevent the exercise of any validly granted rights and interests under the Group's tenements, the Native Title Act and applicable state and Commonwealth legislation, together with the recognition of native title at common law, may impact the continued operations under the Group's tenements, development projects and the construction of the Group's expansion activities and/or give rise to liability for compensation.

In addition, it may also be necessary for the Group to enter into separate arrangements with the traditional owners of the sites. This could be costly for the Group and potentially cause delays in the Group's continued operational and expansion activities.

Cultural heritage

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In Australia, mineral exploration and mining tenure (and many other forms of tenure or interests in land) may cover land that contains Aboriginal cultural heritage. Aboriginal cultural heritage consists of places, traditions, beliefs, customs, values and objects that represent the living and spiritual history of past Aboriginal generations and are of important cultural and heritage significance to Aboriginal people. Cultural heritage rights and duties are established in and regulated by legislation. If cultural heritage is either determined to exist by the relevant government department or there are registered cultural heritage sites over any part of the tenements, the Group may be required to negotiate with, enter into management plans, and pay compensation to, the cultural heritage owners for management of places or artefacts, impairment, loss or diminution, lessening of spiritual connection or other effect of the proposed activities on their cultural heritage rights and interests. Compensation obligations may also arise pursuant to agreements with cultural heritage owners in relation to any tenements the Group acquires. The existence of cultural heritage may preclude or delay the conduct of exploration or mining activity and considerable expenses may be incurred in investigating, negotiating, managing, compensating and resolving cultural heritage issues.

5.2.1.12. The Company is a holding company and is substantially dependent on the payment of dividends and distributions by its subsidiaries, and cash receipts from disposals of its investments, for funding

The Company is a holding company engaged in the holding and managing of its investments in its subsidiaries and its interests in joint ventures. Its operating cash flows and its ability to meet its obligations, including the payment obligations of the Hybrid Securities, are substantially dependent upon the payment of funds by its subsidiaries and joint ventures to it in the form of dividends, distributions or otherwise, cash receipts from disposals or divestitures of its investments and its ability to borrow. The Company's subsidiaries are legally distinct from the Company and have no obligation to pay amounts due with respect to its obligations or to make funds available for such payments. Dividends and distributions (if any) are made by the subsidiaries at their discretion. The ability of subsidiaries and joint venture companies to pay dividends or make other distributions or payments to the Company is subject to, among other things, availability of profits or funds, restrictions on payment of dividends contained in each of its subsidiaries' and joint venture companies' indebtedness and applicable laws and regulations.

5.2.1.13. The Company may not be able to grow at a rate comparable to its historical growth rate or otherwise execute its growth strategy successfully

The Group's strategy includes growth driven by the acquisition of mining assets or investments. Throughout the Group's history, a large portion of its growth has been attributable to the increase in scale of the Group's existing operations through organic expansion, acquisitions and joint ventures.

Although the Group plans to continue to grow its business through organic expansion as well as acquisitions of, and investments into, strategic and complementary businesses, the Group may not be able to grow at a rate comparable to its growth rate in the past, or comparable to the rate of growth that may be achieved by its peers, either in terms of resources, reserves, revenue, profit or other relevant comparative measure. Further, the Group may not be able to execute effectively the strategies for its current and future acquired businesses or assets. Future growth strategies which target expansion of existing business or assets could expose the Group to additional or unforeseen costs, which may strain financial or management resources. Integration of new businesses or assets may be costly and occupy management's time. The financial performance of investments and the economic conditions in which they operate may result in investment impairment should the recoverable amount of the investment fall below its carrying value. There is also a risk of disruption to the Group's business models due to factors that are outside the control of the Group. Such disruption could adversely impact the Group's reputation and financial performance. Any disruption to the Australian and global economy is also likely to impact upon the Group's ability to drive its growth agenda in the short and medium term.

Further, such acquisitions may involve a number of risks inherent in assessing the values, strengths, weaknesses and growth in profitability of the relevant business or assets and it is possible that unexpected problems may arise which could have a material adverse effect on the Group's business, results of operations, financial condition and prospects. No assurance can be given as to the impact of acquisitions and investments on the Group's overall financial performance in the future. If the Group is unable to effectively manage or mitigate the abovementioned risks, its business, financial condition, results of operations and growth prospects could be materially and adversely affected.

5.2.1.14. The Company may not be able to successfully identify and acquire suitable acquisition targets or make strategic investments

The Group may not be able to identify suitable acquisition or investment opportunities, succeed in any competitive acquisition process, negotiate acceptable terms or successfully acquire identified targets or interests. The investigation of an acquisition or investment plan and the negotiation, drafting and execution of relevant conditions, disclosure documents

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and other instruments will usually require substantial time of and attention from the management and incur substantial expenses for services provided by accountants, lawyers, technical specialists and other advisers. Prior to an acquisition, the Group generally conducts due diligence that it considers reasonable and appropriate based on the facts and circumstances applicable to identified targets and the potential transaction. The due diligence that the Group has conducted or will conduct with respect to any opportunity of acquisition may not reveal all relevant facts that are necessary or useful in evaluating such an opportunity, which could subject the Group to unknown liabilities that could adversely affect its profitability, financial condition and results of operations. In addition, even if an agreement is reached relating to a specific acquisition or investment target, the Group may end the investment or acquisition plan due to factors beyond its control. If such an acquisition or investment plan is not implemented, the costs incurred up to that point for the proposed transaction may not be recoverable. Furthermore, the Group may not have sufficient capital resources to complete the proposed acquisitions in the future.

The Group could also face significant management, administrative and financial challenges in achieving its key commercial objectives following, or as a result of disruption to the ordinary course of business operations as a result of, any future mergers, acquisitions and joint ventures. These challenges include but are not limited to:

- difficulties in the integration of the operations, technologies and personnel of the acquired company;
- loss of key management staff upon completion of, or as a result of disruption to business operations caused by, the merger and/or acquisition;
- exercise of pre-emptive or other similar rights by parties with other interests in conflict with the Group;
- diversion of management's attention away from other business concerns;
- expenses of any undisclosed or potential legal liabilities of the acquired company;
- legal, regulatory, contractual, labour, litigation or other issues that could arise from an acquisition; and
- inability to service any increased leveraged positions upon the merger or acquisition.

The risks associated with mergers, acquisitions and joint ventures including failure to realise the expected synergies, successfully incorporate the acquired businesses and assets into the Group's existing operations or minimise any unforeseen operational difficulties, could have a material adverse effect upon the Group's business, financial condition and results of operations. There is no assurance that any merger or acquisition completed by the Group will integrate successfully with the Group's existing business and operations.

5.2.1.15. *The Company may from time to time dispose of and acquire assets and investments*

The Group has, in the past, acquired or disposed of assets as part of its ordinary course of business and may continue to do so in the future. Future acquisitions or disposals by the Group, including disposals of assets that currently make significant contributions to the Group's operational results, may be implemented without the consent of Holders. There can be no assurance that any such acquisitions or disposals will be successfully consummated on advantageous terms or will be consistent with the Group's overall business strategy, or at all. The Group may retain or be exposed to future liability risks associated with disposals of assets which, if crystallised, could materially adversely impact the Group's financial position. Additionally, changes to the Group's asset portfolio may alter the Group's overall risk profile, reduce diversification and result in one-off costs or accounting impacts, with no assurance of improved financial performance.

5.2.1.16. *The Company may expand its operations to new geographic markets which may result in additional risks and uncertainties in its businesses*

The Group may expand its operations to new geographic markets. To the extent the Group makes investments or acquisitions of mining assets or mining companies in new geographic markets, it may face numerous risks and uncertainties, including risks associated with:

- the required investment of capital and other resources;
- combining or integrating operational and management systems and controls, including risk management and internal control;
- insufficient financial, operational, management and other human resources to support its new investments;
- repatriation of funds from foreign jurisdictions and dealing with foreign financial institutions;
- determining the requirements of local laws and administrative policies, particularly in emerging markets where applicable laws are uncertain and evolving;
- difficulties in engaging with foreign governments, authorities or regulators where such engagement is necessary for the Group's operations; and
- difficulties with cultural compatibility or a failure to understand other local and community factors relevant to its operations.

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If any of the above risks materialise, the Group's expansion may not be successful or profitable, and there may be other material adverse effects on the Group's financial condition and reputation.

5.2.1.17. Restricted access to international markets

A large share of the Group's revenue is derived from overseas customers. However, the Group's access to international markets may be subject to ongoing interruptions and trade barriers and sanctions due to policies, border closures and tariffs of individual countries, and the actions of certain interest groups to restrict the import or export of certain commodities. For example, the **PRC** imposed tariffs and import quota restrictions on Australian coal imports between 2020 and 2023. While the PRC lifted import restrictions on coal from Australia in 2023 and the Group has since resumed sales into the PRC, there is no guarantee that the PRC or other jurisdictions will not impose tariffs, import quota restrictions, border closures, bans or other trade barriers in the future for the Group's coal products.

The Group may or may not be able to access alternate markets for its coal should additional interruptions and/or the imposition of trade sanctions or barriers occur in the future. An inability for coal suppliers to access certain international markets would likely result in an oversupply of metallurgical and thermal coal in other markets and may result in a decrease in prices or the curtailment of production, which could have a material adverse effect on the Group's financial condition and results of operations.

5.2.1.18. Capital expenditure

Maintaining and expanding mines and related infrastructure is capital intensive. Specifically, the exploration, permitting and development of thermal coal reserves, mining costs, the maintenance of machinery, workforce engagement and community contribution, securing and maintaining of required land environmental offset or buffering areas, facilities and equipment and compliance with applicable laws and regulations require ongoing capital expenditures. Any decision to increase production at the Group's existing mines or to develop the coal reserves at its development properties in the future could also affect its capital needs or cause future capital expenditures to be higher than in the past and/or higher than its estimates. There is no assurance that the Group will be able to maintain its production levels or generate sufficient cash flow, or that it will have access to sufficient financing to continue its production, exploration, permitting and development activities at or above the Group's present levels and on its current or projected timelines, and the Group may be required to defer all or a portion of its capital expenditures. The Group's results of operations, business and financial condition may be materially adversely affected if it cannot make such capital expenditures.

To fund its capital expenditures, the Group will be required to use cash from its operations, incur debt or raise new equity. The Group's ability to engage a financial institution to arrange a capital raising, obtain bank financing or its ability to access the capital markets for future equity or debt offerings, on the other hand, may be limited by its financial condition at the time of any such financing or offering and the covenants in its debt agreements as well as by refusal or limitations by financial institutions to finance investments in the coal industry, and general economic conditions, contingencies and uncertainties that are beyond its control. If cash flow generated by the Group's operations or available borrowings under its debt financing arrangements are insufficient to meet its capital requirements and it is unable to arrange or access sources of additional finance on acceptable terms or at all (including where subject to certain restrictions on incurring additional debt as outlined above), it could be forced to curtail the expansion of its existing mines and the development of its properties, which, in turn, could lead to a decline in its production and the implementation of changes to planned mining and rehabilitation activities which could materially and adversely affect the Group's business, financial condition and results of operations.

5.2.1.19. Resource and reserve estimates

The Group estimates and reports its resources and reserves in accordance with the JORC Code. Coal is economically recoverable when the price at which it can be sold exceeds the costs and expenses of mining and selling the coal. The costs and expenses of mining and selling the coal are determined on a case by case basis, and as a result, the price at which the Group's coal is economically recoverable varies based on the mine and prevailing circumstances. The Group bases its reserve information on geologic data, coal ownership information and current and proposed mine plans. Mining cost assumptions may be affected by changes in mine planning, regulatory requirements or scheduling over time. There are numerous uncertainties inherent in estimating quantities and qualities of coal and costs to mine coal reserves, including many factors beyond the Group's control.

There are inherent uncertainties and risks associated with such estimates, including, among others:

- geologic and mining conditions, which may not be fully identified by available exploration data and may differ from the Group's experience and assumptions in areas it currently mines;
- current and future market prices for coal, contractual arrangements, operating costs and capital expenditures;

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- extent of rehabilitation works required to meet final land form requirements and changes in rehabilitation cost assumptions;
- severance and excise taxes, carbon taxes and border adjustment mechanisms, unexpected governmental taxes, levies, funding obligations, scheme contributions, royalties, stamp duty and development, changes in community contributions, environment land offset and buffering and reclamation costs;
- future mining technology improvements;
- the effects of regulation by governmental agencies;
- the ability to obtain, maintain and renew all required permits;
- employee health and safety; and
- historical production from the area compared with production from other producing areas.

In addition, coal reserve estimates are revised based on actual production experience, and/or new exploration information and therefore the coal reserve estimates are subject to change. Should the Group encounter geological conditions or qualities different from those predicted by past drilling, sampling and similar examinations, coal reserve estimates may have to be adjusted and mining plans, coal processing and infrastructure may have to be altered in a way that might adversely affect the Group's operations. As a result, the Group's estimates may not accurately reflect the Group's actual future coal reserves.

As a result, the quantity and quality of the coal that the Group recovers may be less than the reserve estimates included in this Prospectus. If the Group's actual coal reserves are less than current estimates, or the rate at which they are recovered is less than estimated or results in higher than estimated cost, the Group's financial condition and results of operations may be materially adversely affected.

5.2.1.20. Equipment and commodities risk

The Group depends on several major pieces of mining equipment and facilities to produce and transport coal. Obtaining and repairing these major pieces of equipment often involves long lead times. If any of these pieces of equipment and facilities suffers major damage or is destroyed by fire, abnormal wear and tear, flooding, incorrect operation or otherwise, the Group may be unable to replace or repair them in a timely manner or at a reasonable cost, which would impact its ability to produce and transport coal and could materially and adversely affect the Group's financial condition and results of operations. The Group's ability to replace or repair damaged or destroyed equipment or facilities may also be dependent on suppliers or manufacturers remaining operational and having the relevant equipment or services and access to raw materials, required parts and components available for the Group. Suppliers and manufacturers may be unable to provide such materials, service or equipment for a range of reasons.

Additionally, regulatory agencies sometimes make changes with regard to requirements for pieces of equipment. Ensuring compliance with such changes can impose costs on the Group and can cause delays if manufacturers and suppliers are unable to make the required changes to meet mandated deadlines.

Further, the Group's mining operations require a reliable supply of large quantities of commodities such as fuel, explosives, tyres, steel related products, lubricants and electricity. The prices the Group pays for commodities are significantly impacted by the global market. If the cost of any of these key supplies or commodities were to increase significantly, or if there were unexpected shortages or a source for these supplies or mining equipment was unavailable to meet the Group's replacement demands, the Group's profitability could be reduced or it could experience a delay or halt in its production and operations.

5.2.1.21. Logistics and transportation risk

The Group's mining operations produce coal, which is transported to the relevant port of export by rail. The delivery of coal produced by the Group's mining operations is subject to potential shut-down, disruption and competition from other network users, which may affect its ability to deliver coal to its customers and may have an impact on productivity and profitability. Such disruptions to transportation services may include, among others:

- shut-downs and disruptions due to weather related problems;
- damage or accidents;
- key equipment or infrastructure failures;
- industrial action;
- rail or port capacity congestion or constraints;
- commercial disputes;
- failure to obtain consents from third parties for access to rail or land, or access being removed or not granted by regulatory authorities;
- changes in applicable regulations; and
- terrorist attacks, natural disasters, regional or international conflict, pandemics or other events.

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Any such disruptions, or any deterioration in the reliability of services provided by the Group's transportation service providers, could impair its ability to supply coal to its customers, result in decreased shipments and revenue and adversely affect its results of operations.

Typically, the Group sells coal at the point of loading into vessels at the port of export. Group entities are parties to arrangements with third parties to gain access to transportation infrastructure and services where required, including rail carriers and port owners. The costs associated with these arrangements represent a significant portion of the total cost of supplying coal to customers and of the Group's production costs. As a result, the cost of transportation and port handling is a key factor in the Group's cost base, but also in the purchasing decision of customers.

Customers typically bear the shipping costs between the departure port and the ultimate destination for the product. As a result, the cost of shipping is also a key factor in the overall cost to the customer and therefore is relevant for customers' purchasing decisions.

Transportation costs may increase and the Group may not be able to pass on the full extent of cost increases to the Group's customers. For example, where transportation costs are connected to market demand, costs may increase if usage by the Group and other market participants increases. Significant increases in transport costs due to factors such as fluctuations in the price of diesel fuel, electricity, demurrage and emissions offsets or environmental requirements could make the Group's coal less competitive when compared to coal produced from other regions and countries (whether because of the direct costs to the Group or because of increased shipping costs for customers).

As the transportation capacity secured by the Group's port and rail agreements is based on assumed production volumes, the Group may also have excess transportation capacity (which, in the case of 'take or pay' agreements, the Group may have to pay for even if unused) if its actual production volumes are lower than its estimated production volumes. Conversely, the Group may not have sufficient transportation capacity if its actual production volumes exceed its estimated production volumes, if it is unable to transport the full capacity due to contractual limitations or other factors.

5.2.1.22. *'Take or pay' arrangements within the coal industry*

The Group generally contracts port and rail capacity via long-term 'take or pay' contracts for rail transport and port capacity. The Group may enter into other 'take or pay' arrangements in the future. Where the Group has entered into 'take or pay' contracts, it will generally be required to post and maintain minimum levels of financial security and pay for its contracted port or rail capacity, even if it is not utilised by the Group or other shippers. Although the majority of its 'take or pay' arrangements provide security over minimum port and rail infrastructure availability, unused port or rail capacity can arise as a result of varying unforeseen circumstances, including insufficient production from a given mine, a mismatch between the timing of required port and rail capacity for a mine, or an inability to transfer the unused capacity due to contractual limitations, such as required consent of the provider of the port or rail services, or because the coal must emanate from specified source mines or be loaded onto trains at specified load points. Posting and maintaining required financial securities and paying for unused transport capacity could materially and adversely affect the Group's cost structures and financial performance.

5.2.1.23. *Industrial action*

Relations with the Group's employees and, where applicable, organised labour are important to the Group's success. Enterprise bargaining and disputes between the Group and its employees or disputes affecting the Group's contractors may result in strikes, 'go-slows', unplanned disruptions, or uncompetitive work practices. Future industrial action by the Group's employees or mining contractors' employees or involving trade unions or in connection with government industrial relations policy and legislation (e.g. applications for orders under "Same Job – Same Pay" legislative provisions) could disrupt productivity and operations and negatively impact workforce and community engagement, access to products, components and services, mine productivity, production and profitability.

5.2.1.24. *Proposed Malabar Acquisition*

There is a risk that New Hope is not able to realise the strategic benefits from the Malabar Acquisition that is currently envisioned.

The Malabar Acquisition is subject to a number of conditions, including an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Malabar shareholders (other than New Hope), no material adverse change or prescribed events (as defined in the SID) occurring in respect of either New Hope or Malabar, approval by Malabar shareholders at the scheme meeting, and receipt of requisite court approvals, other customary regulatory approvals and Japan Fair Trade Commission approval. There is a risk that these conditions are not satisfied, are delayed, or are satisfied subject to conditions which New Hope and/or Malabar are not prepared to accept, or that the shareholders or court may not approve or may delay the Scheme, in which case the Malabar Acquisition may not proceed or may be

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delayed beyond the expected implementation in February or March 2027. In certain circumstances, New Hope may be required to pay Malabar a reverse break fee of approximately $17 million.

If the Malabar Acquisition is implemented, the Group will consolidate Malabar's existing indebtedness (Malabar had net debt of approximately $460 million as at 30 June 2026, comprising borrowings and lease liabilities less cash), which may rank ahead of the Hybrid Securities. There is also a risk that New Hope is not able to realise the expected benefits of the Malabar Acquisition, including the targeted ramp-up of the Maxwell Underground Mine to up to 5.5Mtpa of saleable production and the identified value opportunities.

5.2.2. Credit, liquidity and financial risks

5.2.2.1. *The Company is subject to the credit risk of its counterparties*

The Group's ability to receive payment for coal sold and delivered depends on the continued creditworthiness and financial health of its customers. Competition with other coal suppliers could force the Group to extend credit to customers and on terms that could increase its risk of payment default. In recent years, downturns in the economy, impositions of exchange controls and bans and restrictions in foreign payments and international funds flows and disruptions in the global financial markets have, from time to time, affected the creditworthiness of the Group's customers and limited their liquidity and access to credit.

The Group may provide vendor finance or other forms of financial support to counterparties acquiring assets from the Group.

For example, on 12 September 2025 the Group sold 100% of its interest in Bridgeport Energy Pty Limited and that entity's subsidiaries ("**BEL Group**"). As part of the divestment, the Group provided the BEL Group with a bonding facility of up to $17.0 million under which the Group continues to provide bonding in respect of the BEL Group's environmental rehabilitation obligations to the State Governments of Queensland and South Australia, as well as a working capital facility of $5.0 million. The Group has recognised a financial liability in connection with the bonding provided, measured at fair value having regard to a probability weighted assessment of the risk of default. As at 31 July 2026 the liability recorded was $2.6 million. The Group has cash balances placed with reputable banks, financial institutions and fixed income investment managers.

The Group's counterparties may default on their obligations to pay for coal purchased, to repay principal and interest on invested capital or to repay amounts owing under or in connection with vendor finance or other financial support arrangements due to insolvency, bankruptcy, lack of liquidity, economic downturns, increased regulatory burden, operational failure, fraud or other reasons. There is no guarantee that a customer will not commit any payment defaults in the future. Customers in certain countries may be subject to other pressures and uncertainties that may affect their ability to pay, including trade sanctions and barriers, exchange controls and local economic and political conditions.

The Group is also subject to the risk that its rights against these counterparties may not be enforceable under all circumstances. There is no assurance that the Group's assessments and measures to monitor counterparty risks will accomplish its risk management objectives. To the extent that the Group's credit assessment proves inadequate to assess risks, or to the extent that the creditworthiness of the Group's counterparties deteriorates, this could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

If customer and counterparty default rates are higher than expected, or payments take longer than expected, the liquidity position and financial condition of the Group will be materially and adversely affected. Any material increase in the Group's provision for bad debt would have a corresponding effect on the Group's results of operations and related cash flows.

5.2.2.2. *The Company's historical consolidated financial information may not be indicative of its future results of operations*

The Group's historical consolidated financial information must be evaluated in light of the impact of the significant changes in the Group that have occurred in the periods covered in the financial statements included in this Prospectus. There can be no assurance that the Group's historical consolidated financial information will be indicative of the Group's results of operations, financial condition or cash flow in the future.

Potential investors should note that the Group's historical financial information is not intended to represent or predict the results of operations of any future periods. The Group's future results of operations may change materially if its future growth does not follow the historical trends for various reasons, including changes of the Group's business operation and direction as well as factors beyond its control, such as change in economic environment, rules and regulations of the relevant jurisdictions and the domestic and international competitive landscape of the coal industry and energy and steel markets.

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In addition, should the Group's future results from operations and associated cash flows deviate materially from those assumed for historical financial reporting purposes, the Group may be required to recognise impairment losses on certain of its assets in the future.

5.2.2.3. The Company may incur additional indebtedness in the future subject to the incremental indebtedness restriction, which could adversely affect its financial condition and its ability to generate sufficient cash to satisfy its outstanding and future debt obligations

As at 31 July 2026, the Group's total borrowings amounted to $389.2 million and total current liabilities amounted to $520.1 million. If the Malabar Acquisition is implemented, the Group will consolidate Malabar's existing debt facilities (Malabar net debt was approximately $460 million as at 30 June 2026, comprising borrowings and lease liabilities less cash). Such indebtedness, and any increases in it, could, among other things:

- require the Group to dedicate a substantial portion of its cash to servicing and repaying indebtedness, thereby reducing the availability of cash flow to fund working capital, capital expenditure and other general corporate purposes;
- adversely impact the Group's business, financial condition and results of operations if the Group is held to be in breach of any financial or other covenants contained in any of its financing arrangements and its obligations are accelerated or it is required to immediately repay its borrowings either in whole or in part;
- adversely affect the cost of the Group's borrowings due to fluctuations in market interest rates where borrowings are at variable interest rates;
- increase the Group's vulnerability to adverse general economic and industry conditions; and
- limit the Group's ability to borrow additional funds.

The above-mentioned risks that the Group faces could intensify as indebtedness increases.

The Company's ability to generate sufficient cash to satisfy its outstanding and future debt obligations will depend on its future operating performance as well as the operating performance of its subsidiaries, which will in turn be affected by prevailing economic conditions and financial, business and other factors, many of which are beyond the Group's control. The Group may not be able to generate sufficient cash flow to meet its anticipated expenses and to service its payment obligations as they become due. In the event that the Group is unable to service its indebtedness, it will be forced to adopt an alternative strategy that may include actions such as reducing or delaying capital expenditures, selling assets, restructuring or refinancing its indebtedness or seeking equity capital. These strategies may not be instituted on satisfactory terms, if at all.

The terms of borrowings and bonding facilities accessed by the Group typically contain provisions requiring security or pledges over certain assets to be granted. If such terms apply to the Group and the Group defaults on such borrowings and facilities, the relevant security holders or pledgees may appoint controllers, receivers or managers to or foreclose such assets that have been secured or pledged. In addition, certain of the Group's financing arrangements impose operating and financing restrictions on its business. These provisions may negatively affect the Group's ability to react to changes in market conditions, take advantage of business opportunities it believes to be desirable, obtain future financing, fund needed capital expenditures or withstand a future downturn of its business. Any of these could materially and adversely affect the Company's ability to optionally Redeem Hybrid Securities.

5.2.2.4. The Company may require additional funding to achieve its business objectives and to meet its financial obligations when they fall due and may not be able to obtain it on favourable terms or at all

To the extent that the Group's existing sources of capital are not sufficient to satisfy its needs, it may need to seek external sources.

The inability to maintain a strong balance sheet or to secure new capital or credit facilities or supports (from time to time) on favourable terms could impact upon the Group's operational and financial performance and the ability to meet its ongoing liquidity needs.

There is no certainty as to the availability of financing facilities or that the Group would be able to obtain such additional funding on favourable terms, if at all, and further interest charged on these financing facilities may have a material effect on the Group's business, results of operations and financial condition. Any funding shortage could limit the Group's ability to respond to changing market conditions or to grow its business, make it more vulnerable to adverse economic and industry conditions, and place it at a competitive disadvantage compared to its competitors with less indebtedness.

Factors that may affect the Group's access to funding or cause an increase in its funding costs include, among other things:

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- the financial and financial regulatory environments, and the policies of governments, central banks and regulators;
- adverse changes in global equity or credit market conditions;
- adverse changes in the Group's operating results, financial condition or cash flows;
- deterioration of the Group's creditworthiness;
- currency movements, interest rate increases or volatility or other potential market disruptions;
- a decrease in bank appetite for risk as a result of tightened lending standards, regulatory capital requirements or otherwise;
- restrictions on accepting engagements in specific sectors or industries (including the coal sector) and changes in policies of financial institutions that limit or prohibit the provision of funding to entities that are not carbon neutral or that are deemed to have unacceptable decarbonisation plans (For further information, refer to the risk factor in Section 5.2.1.6); and
- inability to access or closure or downturn of international capital markets.

There is no guarantee that equity or debt funding will be available to the Group on favourable terms or at all or that, when an existing facility expires or is otherwise terminated (for example, due to an event of default), the Group will be able to refinance that debt facility on reasonable terms.

Developments in global financial markets may adversely affect the liquidity of global credit markets and the Group's access to those markets. The U.S. Federal Reserve, the European Central Bank, the Reserve Bank of Australia and other central banks have increased policy rates in response to an inflationary environment. As a result, the cost of capital for issuers accessing the global debt markets has trended upwards. This may have a material adverse effect on the Group's future financial performance and position.

5.2.3. Internal control risks

5.2.3.1. Operational risks may disrupt the Company's business, result in losses and limit its growth

The Group's mining operations, including exploration, development, preparation, product handling and accessing transport infrastructure, may be affected by various operational difficulties that could impact the amount of coal produced at the Group's coal mines, cause delay or suspend coal deliveries, or increase the cost of mining for a varying length of time. The Group's financial performance is dependent on its ability to sustain or increase coal production and maintain or increase operating margins. The Group's coal production and production costs are, in many respects, subject to conditions and events beyond its control, which could disrupt its operations and have a significant impact on its financial results. Adverse operating conditions and events that the Group may have experienced in the past or may experience in the future include:

- variations in mining and geological conditions from those anticipated, such as variations in coal seam thickness and quality, and geotechnical conclusions;
- operational and technical difficulties encountered in mining, including management of water, emissions, atmosphere and noise, equipment failure, delays in moving drag lines and other equipment and maintenance or technical issues;
- changing operational plans in order to not cause disruption to, or to accommodate impacts from, neighbouring operations;
- adverse weather conditions or natural or man-made disasters, including floods, droughts, bushfires, seismic activities, ground failures, rock bursts, structural cave-ins or slides and other catastrophic events;
- insufficient or unreliable infrastructure, such as power, water and transport;
- industrial and environmental accidents, such as releases of mine affected water and diesel spill;
- industrial disputes, blockades and labour shortages;
- transportation shortages impacting the timely transportation of labour, goods, products and service providers;
- mine safety accidents, including fatalities, fires and explosions from methane and other sources;
- competition and conflicts with other natural resource extraction and production activities within overlapping operating areas, such as natural gas extraction or oil and gas development;
- restrictive laws, regulations and/or restrictive conditions on approvals relating to the Group's mining operations;
- impacts of approval conditions restricting operational activities greater than originally modelled;
- unexpected shortages, or increases in the costs, of raw materials, consumables, components, spare parts, plant and equipment;
- cyber-attacks and data breaches that disrupt the Group's operations or result in the dissemination of proprietary or confidential information about the Group to its customers or other third parties; and
- security breaches or terrorist acts.

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If any of the foregoing conditions or events occurs and is not mitigated or able to be characterised as a force majeure event under the Group's coal sales contracts, any resulting failure on the Group's part to deliver coal to the purchaser under such contracts could result in economic penalties, demurrage costs, suspension or cancellation of shipments or ultimately termination of such contracts, which could have a material adverse effect on the Group's financial condition and results of operations.

In addition to coal supply risk factors, the Group faces supply concentration risk, with a significant portion of the Group's coal production concentrated in the Bengalla Mine. However, the Group seeks to diversify its coal production and interest base with the New Acland Stage 3 Expansion and the proposed Malabar Acquisition. Nevertheless, the effects of any of the above listed conditions or events may have a significant impact on the Group's results of operations and assets. Additionally, any such operational conditions or events could also result in disruption to key infrastructure (including infrastructure located at or serving the Group's mining activities, as well as the infrastructure that supports freight and logistics). These conditions and events could also result in the partial or complete closure of particular roads, railways, ports or sea passages, potentially resulting in higher costs, congestion, delays or cancellations on some transport routes. Any of these conditions or events could adversely impact the Group's business, financial condition, and results of operations.

5.2.3.2. *If the Company's strategies for managing risk are ineffective, the Company may be exposed to material unanticipated losses*

In order to manage the significant risks inherent in the Group's business, the Group must maintain effective strategies, policies, procedures, controls and systems that enable the Group to identify, assess and manage the full spectrum of its risks including market, fiduciary, operational, legal, regulatory and reputational risks.

The Group's risk management methods may prove to be ineffective due to their design or implementation, or as a result of the lack of adequate, accurate or timely information or otherwise. If the Group's risk management efforts are ineffective, the Group could suffer losses that could have a material adverse effect on its financial condition or operating results.

5.2.3.3. *The Company is dependent on its directors, key management team and skilled employees*

The Group's operating and financial success is dependent upon the experience of its directors, key senior management and staff generally. The loss of any key personnel, as well as circumstances of high staff turnover, could cause disruption to the conduct of the Group's business in the short term and negatively affect the Group's operating and financial performance. Further, the Group's operations, performance and reputation could be adversely affected if the Group is unable to attract staff or were to lose key staff members which it was unable to replace with equally qualified personnel.

The Group is substantially dependent on the continuing service of its key executives. The loss of key executives and the delay in their replacement, or the inability to attract key executives with the requisite skills and experience, could materially and adversely affect the Group's ability to implement its business strategies in a timely manner or at all.

Efficient coal mining using modern techniques and equipment also requires skilled technicians and labourers. Any reduced availability or future shortage of skilled technicians and labour in the Australian mining industries could result in the Group having insufficient personnel to operate its business, or expand production, particularly in the event there is an increase in the demand for its coal, which could adversely affect the Group's financial condition and results of operations.

Competition to attract and retain such skilled personnel is intense and such skilled persons may be reluctant to work in mining or may find more attractive opportunities in other industries or sectors (e.g. construction, infrastructure or energy transition). There is no assurance that the Group will be successful in retaining or attracting skilled professionals and the lack of availability of such skills may materially and adversely affect operations, performance and reputation of the Group. Efforts to retain or attract skilled professionals may result in significant additional expenses, which could adversely affect the Group's profitability and financial condition.

5.2.3.4. *The Company is exposed to risks involving an inadequacy or failure of its internal controls and internal audit processes*

There is a risk that a failure or inadequacy of internal controls, people or procedures, or external events, may give rise to failures or disruptions in operational systems and controls. Such events may include but are not limited to fraud, security failures (including cybersecurity failures), unavailability of products and services, the loss of data belonging to the Group, manual processing errors, systems locked by encryption and unauthorised access to systems or premises. Such failures may have an adverse impact on the Group's reputation or ability to attract and retain key personnel, and may subsequently have an adverse impact upon the financial performance and position of the Group.

5.2.3.5. *The Company does not have sole control over certain investments and operations*

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The Group holds interests in certain businesses that it does not wholly own or control, including its joint venture interest in Bengalla Mine and its present minority shareholding in Malabar. The success of joint ventures and co-investments depends on a number of factors, including the financial resources of the joint venture partners and co-investors, their willingness and ability to honour their commitments under the joint venture or other funding agreements, the manner in which they exercise control, veto or other governance rights in respect of the joint venture, payments of amounts out of joint venture or co-investment entity accounts and funds, and the extent to which they cooperate in operational and strategic decisions with respect to the respective operation. If the Group's interests conflict with its joint venture partners and co-investors, the Group becomes engaged in material disagreements with its joint venture partners and co-investors, or the Group's joint venture partners or co-investors suffer financial distress, the operational and financial results of the underlying mines, exploration projects and investments may be adversely affected.

5.2.4. Legal and compliance risks

5.2.4.1. The Group is subject to legislative, regulatory and approval risks

The Group's activities are subject to the local, state and federal laws and regulations of Australia. Any future legislation and regulatory change imposing more constraints or more stringent requirements on the coal mining industry may adversely affect the Group's financial condition and results of operations. Examples of such changes include (but are not limited to) future laws or regulations that may limit the emission of GHGs or the use of thermal coal in power generation, more stringent industrial relations and workplace health and safety laws, more rigorous environmental laws, and changes to existing taxation and royalty legislation.

The Group's performance and operations depend on, among other things, being able to obtain on a timely basis, and maintain, all necessary regulatory approvals, including any approvals arising under applicable mining laws, environmental regulations and other laws, for its current operations, expansion and growth projects. Examples of regulatory approvals that the Group must obtain and maintain include mine development approvals, mining lease and tenement approvals and permits, infrastructure approvals, environmental permits and tenure and approvals relating to native title and indigenous cultural heritage. In addition, the Group's operations depend on its ability to obtain and maintain consents from private land owners and good relations with local communities. For example, New Acland Coal was involved in extensive litigation in various courts with OCAA in relation to New Acland Coal's applications for approvals for the Stage 3 Expansion. Litigation with objectors to any mining operation or project may cause delays in decision making about required approvals and may result in approvals being revoked or not granted, as well as draw the Group into onerous and expensive legal proceedings.

The requirement to obtain and maintain approvals and address potential and actual issues for former, existing and future mining projects is common to all companies in the coal sector. However, there is no assurance or guarantee that the Group will obtain, secure, or be able to maintain any or all of the required consents, licences, approvals and rights necessary to maintain its current production profile from its existing operations or to develop its growth projects in a manner which will result in profitable mining operations and/or achieve the Group's long-term production targets. The permitting rules, and the interpretations of these rules, are complex, change frequently and are often subject to the interpretation of the regulators that enforce them, all of which may make compliance more difficult or impractical, and may possibly preclude the continuance of ongoing operations or the development of future mining operations. Failure to obtain the necessary regulatory permits, licences and approvals for any of the Group's or its subsidiaries' activities could result in an inability to operate and may adversely affect the Group's investments returns and in turn its results of operations and financial condition.

In addition, failure to comply with applicable regulations could result in the imposition of sanctions on the Group, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, revocation of licences and permits, operating restrictions and criminal proceedings and prosecution, any of which could have a material adverse impact on the business, results of operations and financial condition of the Group.

Compliance with these laws, regulations and similar requirements may be onerous and expensive, and they may be inconsistent from jurisdiction to jurisdiction, further increasing the cost of compliance. This increases the costs of doing business, and any such costs, which may increase in the future as a result of changes in these laws and regulations or in their interpretation could individually or collectively result in a change or a limitation to the business practices, which may in turn affect the Group, its business operations and/or its financial performance, or have other unforeseen implications.

The Group may be adversely affected by regulatory action against it under legislation and for any failure to comply with government policies applicable to its business and operations. The Group cannot guarantee that its operations and policies will be deemed compliant by all applicable regulatory authorities. In the event the Group's controls should fail or are found to be non-compliant for other reasons, the Group could be subject to fines and/or penalties, civil and criminal claims, litigation and other proceedings, any of which could have material adverse impact on the Group's business,

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financial condition, results of operations, reputation and brand value. Further, if such regulations, requirements or policies/procedures are not enforced equally against the Group's competitors in a particular market, the Group's compliance may put the Group at a competitive disadvantage vis-a-vis competitors who do not comply with such regulations, requirements or policies/procedures.

The Group is also affected by various other local and international environmental laws and regulations that impact its customers. To the extent that such environmental laws and regulations reduce customer demand for, or increase the price of coal, the Group will be detrimentally impacted.

5.2.4.2. *Impact on the environment or exposure to hazardous substances*

The Group is subject to extensive environmental laws and regulations, and its operations may substantially impact the environment, nature or cause exposure to hazardous materials to its contractors, its employees or local communities. The Group uses hazardous materials and generates hazardous or other regulated waste, which the Group stores in its storage or disposal facilities or contracts with third parties for authorised disposal. The Group may become subject to claims (including damages claims) as a result of its use of hazardous materials and generation and disposal of hazardous waste, either presently or historically. A number of Australia's environmental laws impose liability relating to contamination caused by hazardous substances. Furthermore, the use of hazardous materials and generation of hazardous and other waste may subject the Group to investigation by regulators, who may require the Group to incur substantial unforeseen costs to clean-up soil, surface water, groundwater and other contaminated areas. Additionally, any violations of environmental laws by the Group could lead to, among other things, the imposition on the Group of substantial fines, penalties, other civil and criminal sanctions, the curtailment or cessation of operations, orders to pay compensation, orders to remedy the effects of violations and take preventative steps against possible future violations, increased compliance costs, or costs for environmental remediation, rehabilitation or rectification works.

Mining operation processes, including blasting and processing ore bodies, can also generate environmental impacts. These impacts include, but are not limited to, leakages of polluting substances, explosions, flooding, fires, accidental mine water discharges, operational GHG emissions and excessive dust and noise. Such risks could result in damage to the applicable mine site, personal injury to the Group's employees and contractors, environmental damage, decreased coal production, quarantining of land areas or cessation of activity orders and possible legal liability or investigation and enforcement actions under environmental regulations. The Group's liability for claims in relation to these matters may be substantial and may have a material adverse impact on its financial condition and reputation.

5.2.4.3. *The Company is subject to the risk of investigations, disputes and legal proceedings*

The risk of litigation and claims is a general risk that applies across the Group's businesses. The Group operates its businesses in various locations in Australia and may from time to time in the ordinary course of business receive enquiries from various regulators and government bodies and is also subject to various claims and litigation from third parties.

The Group may be subject to litigation, class actions (including consumer / customer class actions, securities / shareholder class actions), and other claims and disputes in the course of its business, including contractual disputes, indemnity claims, personal injury claims, regulatory investigations and enforcement actions, claims in relation to compliance with laws including taxation, sanctions, anti-money laundering and anti-bribery, and claims in relation to technology failures, data breaches and information security incidents. The Group may become subject to intellectual property infringement claims, including patent, copyright, trade secret, and trademark infringement claims. Litigation may be required to determine the validity and scope of the intellectual property rights of others.

The Group may also be subject to litigation and claims by employees individually, or as part of a class action or a trade union organisation, or investigations and enforcement proceedings by regulatory bodies, in respect of employment related matters such as employment disputes, whistleblower matters, occupational health and safety, compliance with employee awards or entitlements (including underpayment of wages, overtime or other entitlements), wrongful dismissal or termination claims, discrimination, harassment and bullying, and/or claims regarding the status of certain employees and/or contractors of the Group.

Damages (or any other awards, orders, penalties, costs or financial exposure of the Group) under any such litigation may be material or may be indeterminate, and the negative outcome from litigation or the cost of responding to potential or actual litigation or investigation can have a material adverse impact on the financial performance, business, financial condition, results of operations, ability to obtain insurance and insurance premium cost, and reputation of the Group. Defence and settlement costs can be significant, even in respect of claims that have no merit, and can divert the time and attention of management away from the business. In addition, the adverse publicity surrounding such claims (particularly in relation to shareholder or employee class actions or regulatory action) may have a material adverse effect on the Group's business, reputation and prospects. Any litigation, class actions, claims or disputes, including the costs of settling

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claims and operational impacts, could materially adversely affect the Group's business, operating and financial performance.

Such litigation could have a material adverse effect on the Group's reputation, business, financial condition and results of operations and may impact the Group's ability to achieve its strategic objectives by diverting management's time and resources. The risk of impact of the litigation increases if an adverse ruling is received or if the litigation becomes protracted, for example, by appeals processes.

5.2.5. General business risks

5.2.5.1. The Company is subject to changes in accounting policy

The Group must report and prepare financial statements in accordance with prevailing accounting standards and policies. There may be changes in these accounting standards and policies in the future which may have an adverse impact on the Group. The Group has previously and will continue to assess and disclose, when known, the impact of adopting new accounting standards in its periodic financial reporting. The Group's financial statements comply with Australian Accounting Standards ("**AAS**") and other Australian accounting standards and authoritative notices that are applicable to entities that apply AAS as established by the Australian Accounting Standards Board (the "**AASB**"). Changes to these accounting practices, standards and notices are out of the control of the Group. From time to time, the AASB may introduce new or refined accounting standards which may affect the future measurement and recognition of key statement of comprehensive income or statement of financial position items. Such changes may also be as a result of harmonisation of AAS with international accounting standards. There is also a risk that interpretations of existing AAS, including those relating to the measurement and recognition of key statement of comprehensive income and statement of financial position items, may differ, causing uncertainties in application and increasing the Group's risk of non-compliance with applicable AAS.

5.2.5.2. The Company's insurance coverage may not be adequate

The Group has taken up insurance policies for certain risks. However, there is no assurance that the Group's existing coverage will be sufficient to compensate it against all losses or that insurers will continue to offer insurance products to certain sectors or industries, including the coal sector on reasonable terms, or at all. In addition, refer to the risk factor in Section 5.2.1.6 for further constraints on the future availability of coal insurance. There are certain types of risks that are not covered by the insurance policies because they are either uninsurable or not economically insurable, including acts of war and acts of terrorism. If such events were to occur or insurers withdraw or do not offer renewal of insurance products, or only offer insurance products to the coal sector on terms or at a price unacceptable to the Group, the Group may have to bear the costs of any uninsured risk or uninsured amount, which could have a material and adverse effect on its business, financial condition and results of operations and prospects.

5.2.5.3. The Company is subject to changes in taxation laws

Federal, state or local governmental authorities in nearly all countries across the global coal mining industry impose various forms of taxation on coal producers, including production taxes, sales related taxes, royalties, stamp duty, environmental taxes and income taxes and rates, levies and scheme contributions.

A change to the current taxation regime in Australia or overseas, including changes in interpretation or application of the law by courts, regulators or taxation authorities, may affect the Group or its shareholders. The Group's tax position is based on current tax law and an understanding of the practice of the relevant tax authorities in respect of the application of that law. An interpretation of taxation laws by the relevant tax authority that differs from the Group's view of the application of those laws may reduce the pool of tax losses available or increase the amount of tax that is payable by the Group.

There is also the potential for changes to Australian and international taxation law to impact the Group's tax position (including royalties imposed on minerals by various governments), which in turn may impact the rate and type of taxation to which the Group is subject. For example, the Queensland government introduced new tiers of coal royalties in 2022 that increased the rate of royalties payable on coal sold at an average price of $175 per tonne or higher. Further, in 2024, Queensland introduced legislation intended to require parliamentary approval for reductions to the progressive royalty rates. New South Wales has also legislated increases to the rates of coal royalties from July 2024 onwards. This may have an adverse effect on the Group's financial performance. In addition, the Group may from time-to-time be subject to reviews, audits or investigation from relevant tax authorities, the outcome of which may impact the amount of tax payable by the Group and may adversely impact the financial performance of the Group.

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5.2.5.4. *The Company is exposed to interest rate risk*

The Group has cash balances placed with reputable banks, financial institutions and fixed income investment managers. In addition, the Group has also incurred indebtedness and bonding facilities to finance its operations and meet obligations to post financial guarantees and sureties required in connection with its operating activities. Changes in interest rates will affect borrowings which bear interest at floating rates. Any increase in interest rates will affect the Group's costs of servicing borrowings, and may affect the relative strength of the Australian dollar against other currencies (including, but not limited to the U.S. dollar), each of which could materially and adversely affect the Group's earnings, financial performance and position.

5.2.5.5. *The Company is exposed to force majeure events*

Events may occur within or outside Australia that negatively impact global, Australian or other local economies relevant to the Group's financial performance, the operations of the Group and/or the price of the Hybrid Securities. These events include, but are not limited to, acts of terrorism, an outbreak of international hostilities, significant regional conflict, fires, bushfires, floods, earthquakes and volcanic eruptions and volcanic ash clouds, labour strikes, civil wars, natural disasters, outbreaks of disease, pandemics or other man-made or natural events or occurrences that may have a material adverse effect on the Group's ability to perform its obligations.

5.2.5.6. *There is no assurance that expected future events will occur*

The forward-looking statements, opinions and estimates provided in this Prospectus rely on various contingencies and assumptions. There can be no guarantee that the assumptions and contingencies contained within forward looking statements, opinions or estimates (including projections, performance, guidance on future earnings and estimates) will ultimately prove to be valid or accurate. Such forward-looking statements involve known and unknown risks, uncertainties and other factors (many of which are outside the control of the Group) which may cause the actual results, performance and achievements of the Group to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements.

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ABOUT THE OFFER

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6. About the Offer

This Section provides information about the Offer, including how to apply. The key dates in relation to the Offer are outlined on page 8 of this Prospectus.

6.1. The Offer

The Offer is for the issue of fully paid Hybrid Securities with a Face Value of $100 per Hybrid Security to raise approximately $250 million with the ability to raise more or less.

All Hybrid Securities issued will be allotted under and subject to the disclosure in this Prospectus.

The Offer is not underwritten.

The Offer is open to Australian residents only.

6.2. Structure of the Offer

The Offer comprises:

- An **Institutional Offer** made to Wholesale Investors that have been invited to participate in the Institutional Offer by the Arranger; and
- A **Broker Firm Offer** made to Australian resident Retail Investors that fall within the Target Market and Wholesale Investors who have received a firm allocation from their broker to participate in the Broker Firm Offer.

6.3. Obtaining a Prospectus and Application Form

During the Exposure Period, an electronic version of this Prospectus will be available to eligible investors at www.newhopegroup.com.au/investors/hybridsecurities/ however no Applications can be made during the Exposure Period.

During the Offer Period an electronic version of a replacement prospectus will be available from www.newhopegroup.com.au/investors/hybridsecurities/. By lodging an Application, you declare that you were given access to the electronic Prospectus together with any Application Form.

The following additional conditions apply if this Prospectus is accessed electronically:

- you must download the entire Prospectus;
- your Application will only be considered where you have applied using an Application Form (electronic or printed copy) that was attached to or accompanied by a copy of the Prospectus; and
- the Prospectus is available electronically to you only if you are accessing and downloading or printing the electronic copy of this Prospectus in Australia.

6.4. Applying for Hybrid Securities

6.4.1. Minimum application

Applications must be for a minimum of 50 Hybrid Securities ($5,000) and, after that, in multiples of 10 Hybrid Securities ($1,000).

6.4.2. Applying under the Institutional Offer

The Institutional Offer is available to Wholesale Investors who are invited by the Arranger to bid for Hybrid Securities in the Bookbuild to be conducted on 23 November 2026.

Application and settlement procedures for Institutional Investors will be advised by the Arranger.

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6.4.3. Applying under the Broker Firm Offer

The Broker Firm Offer is available to Australian resident Retail Investor clients of Syndicate Brokers that fall within the Target Market and Wholesale Investor clients of Syndicate Brokers that are invited to participate through the Broker Firm Offer.

If you are applying under the Broker Firm Offer, you should contact your Syndicate Broker for more information about the application process, including how and when to lodge your Application and how to make the accompanying Application Payment.

6.4.4. Retail Investors Target Market

The Company has made the Target Market Determination for the Hybrid Securities in accordance with its obligations under the DDO Regime. The Target Market Determination is available at www.newhopegroup.com.au/investors/hybridsecurities/.

The Target Market Determination describes, among other things, the class of Retail Investors that comprises the target market for the Hybrid Securities ("**Target Market**"), being Retail Investors who:

- are seeking to acquire an investment product with the ability to generate recurring franked income;
- are seeking to invest for the long term and do not require certainty as to repayment of their capital invested within a specific investment timeframe or at all;
- seek the ability to dispose of Hybrid Securities by sale on a licensed securities exchange at the variable price available on the exchange; and
- are able to bear the risks associated with an investment in the Hybrid Securities, in particular:
    - the risk of non-payment of some or all Distributions;
    - the uncertainty in the repayment timeframe of Hybrid Securities (including the possibility that the Hybrid Securities remain on issue indefinitely);
    - the risk of loss of some or all of their capital invested in the Hybrid Securities (including the risk that the Face Value is never repaid by the Company); and
    - the risk of loss in the value of the Hybrid Securities if they are sold on market for less than the Face Value.

Under the Target Market Determination, the Hybrid Securities are not designed to provide capital growth and are not suitable for investors who:

- are seeking capital growth;
- require certainty that returns will be paid and capital repaid on set dates;
- cannot afford not to receive a return or to lose all or some of their investment;
- cannot tolerate the risk that Distributions may not be paid or may not be paid as scheduled; or
- cannot tolerate the risk of being unable to sell their investment at their preferred price or time due to low market liquidity.

A Retail Investor must also be a company or an individual (including as a trustee of a trust) aged 18 years or older, have an Australian residential address and have received personal advice from a professional adviser licensed by ASIC to give that advice in relation to an investment in the Hybrid Securities. Under the Target Market Determination, Hybrid Securities can only be issued to Retail Investors through Syndicate Brokers, who must reasonably believe that the investor has received that personal advice, and the investor must apply through a Syndicate Broker during the Offer Period.

If you are a Retail Investor and wish to participate in the Offer, you must seek professional advice as to whether you are within the Target Market and if an investment in the Hybrid Securities is suitable for you in light of your particular investment objectives, financial situation and needs. As a Retail Investor, you can only apply for Hybrid Securities if you are within the Target Market and you have received personal advice from a qualified financial adviser.

If you have any questions about the Offer, the Hybrid Securities, or the Target Market, you should contact your Syndicate Broker or other professional adviser or seek personal advice from a qualified financial adviser who is licensed by ASIC to give that advice.

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6.5. Completing and lodging your Application under the Broker Firm Offer

6.5.1. Completing your Application

If you are applying under the Broker Firm Offer, you should contact the Syndicate Broker who has offered you an allocation for information about how and when to lodge your Application. During the Offer Period, Broker Firm Applicants may contact their Syndicate Broker to obtain information about the Application process, obtaining any Application Forms (which must be accompanied by a paper or electronic copy of this Prospectus) and making the Application Payments. The Corporations Act prohibits any person from passing any Application Form on to another person unless it is attached to or accompanied by a printed copy of this Prospectus or the complete and unaltered electronic version of this Prospectus.

6.5.2. How to pay

Applicants under the Broker Firm Offer must make their Application Payment to their Syndicate Broker in accordance with instructions provided by that Syndicate Broker.

6.5.3. Brokerage, commission and stamp duty

No brokerage, commission or stamp duty is payable on your Application. However, if you sell your Hybrid Securities on ASX after Hybrid Securities have been quoted on ASX, you may be required to pay brokerage, but will not have to pay any stamp duty.

6.5.4. Application Payments held on trust

All Application Payments received by the Company before Hybrid Securities are issued will be held by the Company on trust in an account established solely for the purposes of depositing Application Payments received. After Hybrid Securities are issued to successful Applicants, the Application Payments held on trust in respect of those Applicants will be payable to the Company.

6.5.5. Refunds

In the event that the Offer does not proceed for any reason, all Applicants will have their Application Payments refunded (without interest) as soon as practicable.

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6.6. Bookbuild and allocation policy

6.6.1. Bookbuild

The Bookbuild is a process that will be conducted by the Arranger before the Opening Date to determine the Margin and firm allocations of Hybrid Securities to Bookbuild participants (being Syndicate Brokers and certain Institutional Investors), by agreement with the Company. In this process, the Bookbuild participants are invited to lodge bids for a number of Hybrid Securities. On the basis of those bids, the Arranger and the Company will, by mutual agreement, determine the Margin and the firm allocations to Syndicate Brokers and to certain Institutional Investors.

The Bookbuild will be conducted in the manner contemplated in this Prospectus and, otherwise, on the terms and conditions agreed to by the Company, the Arranger and the Joint Lead Managers in the Offer Management Agreement.

The Company, in agreement with the Arranger, may increase or decrease the size of the Offer as part of the Bookbuild.

6.6.2. What is the allocation policy?

Institutional Offer	Allocations to Institutional Investors will be agreed by the Arranger and the Company following completion of the Bookbuild.
Broker Firm Offer	Allocations to Syndicate Brokers will be agreed by the Arranger and the Company following the completion of the Bookbuild. In determining allocations under the Bookbuild, the Arranger and the Company will each act reasonably and consistently with any relevant statements in this Prospectus, and may have regard to: • the price leadership demonstrated in establishing the Margin; • the volume and timeliness of bids into the Bookbuild; and • any other factors that the Arranger and the Company consider appropriate. Each Syndicate Broker will decide how to allocate its Broker Firm Allocation among its Broker Firm Applicants, subject to the terms of the Offer, applicable law (including the DDO Regime and Target Market Determination) and any scale back determined by the Company. Allocations to Broker Firm Applicants by Syndicate Brokers are at the discretion of each Syndicate Broker, subject to the terms of the Offer, applicable law (including the DDO Regime), and the Target Market Determination. Allocations to Related Parties will be determined on the same basis as allocations to other Applicants (see Section 8.3.3). It is possible for Applications to be scaled back by a Syndicate Broker. The Company takes no responsibility for any allocation, scale back or rejection decision of a Syndicate Broker. No assurance is given that any Applicant will receive an allocation of Hybrid Securities.

6.6.3. How will the final allocation policy be announced?

Institutional Offer	Allocations to Institutional Investors will be advised to those investors by the Arranger pursuant to the Bookbuild.
Broker Firm Offer	Allocations to Syndicate Brokers will be advised to those brokers pursuant to the Bookbuild. Applicants under the Broker Firm Offer will also be able to confirm their firm allocation through the Syndicate Broker from whom they received their allocation. However, if you sell Hybrid Securities before receiving a Holding Statement, you do so at your own risk, even if you confirmed your firm allocation through a Syndicate Broker.

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6.7. Other information

6.7.1. Restrictions on distribution

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

The distribution of this Prospectus (including an electronic copy) outside Australia may be restricted by law. If you come into possession of this Prospectus outside Australia, then you should seek advice on, and observe, any such restrictions. Any failure to comply with such restrictions may violate securities laws. This Prospectus and the Offer do not constitute an offer or invitation in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

This Prospectus (including an electronic copy) may not be distributed or released, in whole or in part, in the United States. The Hybrid Securities have not been, nor will be, registered under the US Securities Act or the securities laws of any state of the United States, and they may not be offered or sold in the United States or to, or for the account or benefit of, a US Person (as defined in Regulation S of the US Securities Act).

Any offer, sale or resale of Hybrid Securities in the United States by a dealer (whether or not participating in the Offer) may violate the registration requirements of the US Securities Act.

Each person submitting an Application will be deemed to have acknowledged that they are aware of the restrictions referred to in this Section 6.7.1 and to have represented and warranted that they are able to apply for and acquire Hybrid Securities in compliance with those restrictions.

6.7.2. Application to ASX for quotation of Hybrid Securities

The Company will, within seven days after the date of this Prospectus, apply to ASX for the Hybrid Securities to be quoted on ASX. If ASX does not grant permission for the Hybrid Securities to be quoted within three months after the date of this Prospectus, the Hybrid Securities will not be issued, and all Application Payments will be refunded (without interest) to Applicants as soon as practicable.

6.7.3. CHESS and issuer sponsored holdings

The Company will apply for the Hybrid Securities to participate in CHESS. No certificates will be issued for Hybrid Securities. Holding Statements for issuer sponsored holders and confirmations for CHESS holders are expected to be dispatched to successful Applicants by 17 December 2026.

6.7.4. Trading and selling on market

It is expected that Hybrid Securities will begin trading on ASX on a normal settlement basis on 16 December 2026 under the ASX code "NHCHA".

You are responsible for confirming your holding before trading in Hybrid Securities. If you are a successful Applicant and sell your Hybrid Securities before receiving your Holding Statement, you do so at your own risk.

You may contact your Syndicate Broker after the Issue Date to enquire about your allocation.

6.7.5. Provision of bank account details for Distributions

The Company's current policy is that Holders with a registered address in Australia will be paid Distributions by direct credit into a nominated Australian financial institution account (excluding credit card accounts). Where no account is specified by a Holder, Distributions will be held by the Company for the Holder until the relevant account details are provided.

6.7.6. Provision of TFN or ABN

If you are an Applicant who has not already quoted your TFN or ABN to the Company and are issued any Hybrid Securities, then you may be contacted in relation to quoting your TFN, ABN or both.

The collection and quotation of TFNs and ABNs is authorised and their use and disclosure is strictly regulated by tax laws and the *Privacy Act 1988* (Cth) ("**Privacy Act**"). It is not an offence to not quote your TFN or ABN however, not doing so may result in tax being withheld from Distributions. Please refer to Section 7 for additional information.

Successful Applicants who do not have an address in Australia registered with the Registrar, or who direct the payment of any Distribution to an address outside of Australia, may have an amount deducted for Australian withholding tax from any Distribution paid, to the extent that the Distribution is not fully franked or declared to be conduit foreign income.

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6.7.7. Discretion regarding the Offer

The Company reserves the right not to proceed with, and may withdraw, the Offer at any time before the issue of Hybrid Securities to successful Applicants.

If the Offer, or any part of it, does not proceed, all Application Payments will be refunded (without interest) as soon as practicable.

The Company and the Arranger also reserve the right to close the Offer (or any part of it) early, extend the Offer (or any part of it), accept late Applications or bids either generally or in particular cases, reject any Application or bid, or allocate to any Applicant or bidder fewer Hybrid Securities than applied or bid for. This is at the Company's discretion and the Company is under no obligation to exercise that discretion in any particular way.

Investors should also note that no cooling off rights (whether by law or otherwise) apply to an Application for Hybrid Securities. This means that, in most circumstances, Applicants may not withdraw their Applications once submitted, except as permitted under the Corporations Act.

6.8. Acknowledgements

By submitting an Application and/or Application Payment you, as Applicant, will be deemed to have:

- acknowledged having read and understood the Hybrid Securities Terms and having had an opportunity to consider the suitability of an investment in the Hybrid Securities with your professional advisers;
- agreed to be bound by the Hybrid Securities Terms and the other terms and conditions of the Offer;
- acknowledged having personally received a printed or electronic copy of this Prospectus (and any supplementary or replacement Prospectus) accompanying the Application Form and having read them all in full;
- represented and warranted that all details and statements in your Application Form are complete and accurate;
- declared that the Application has been completed and submitted according to the Prospectus and subject to the declarations, statements and acknowledgements in the Application;
- declared that you make the warranties, representations and acknowledgements contained in this Prospectus and the Application;
- consented to the use and disclosure of your personal information as described in Section 6.9 and understood and agreed that the use and disclosure of your personal information applies to any personal information collected by the Company and any entity in the Group in the course of your relationship with the Company and any entity in the Group;
- declared that you, if a natural person, are aged 18 years or older;
- acknowledged that once the Company receives an Application Form, it may not be withdrawn, except as is permitted by law, and that no cooling off rights (whether by law or otherwise) apply to an Application;
- acknowledged that, in some circumstances, the Company may not pay Distributions or any other amount payable on the Hybrid Securities;
- applied for the number of Hybrid Securities at the Australian dollar amount specified in the Application Form submitted or represented by the Application Payment;
- agreed to being allocated the number of Hybrid Securities applied for (or a lower number, or no Hybrid Securities at all) allocated in a way described in this Prospectus;
- authorised the Company, the Arranger and each Joint Lead Manager, and their respective officers or agents, to do anything on your behalf necessary for Hybrid Securities to be allocated to you, including to act on instructions received by the Registrar upon using the contact details in the Application Form;
- acknowledged that if the amount of any cheque or money order is insufficient to pay for the number of Hybrid Securities that you have applied for, or, if there are insufficient funds held in a relevant account to cover a cheque that you have drawn, then the Company may, in consultation with the Arranger, determine that you have applied for such lower number of Hybrid Securities as your cleared Application Payment will pay for (in multiples of 10 Hybrid Securities) and you will be deemed to have specified that number in your Application Form. If you provide a cheque or money order for an amount that is not in multiples of 10 Hybrid Securities, the Company will round down the dollar amount of Hybrid Securities that you are applying for to the next lowest multiple of 10 Hybrid Securities;
- acknowledged that the information contained in this Prospectus (or any supplementary or replacement Prospectus) is not investment advice or a recommendation that the Hybrid Securities are suitable for you, given your investment objectives, financial situation or particular needs;

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- acknowledged that if you are not issued any Hybrid Securities or issued fewer Hybrid Securities than the number that you applied and paid for as a result of the scale back, all or some of your Application Payment (as applicable) will be refunded to you (without interest) as soon as practicable after the Issue Date, and that if the Offer does not proceed for any reason, or ASX does not grant permission for the Hybrid Securities to be quoted within three months after the date of this Prospectus, all Application Payments will be refunded (without interest) as soon as practicable;
- declared that you are an Australian resident and a person to whom the Offer can be made, and the Hybrid Securities issued, in accordance with Section 6.7.1;
- acknowledged that the Hybrid Securities have not been, and will not be, registered under the US Securities Act or pursuant to the securities laws of any other jurisdiction outside Australia;
- represented and warranted that you are not in the United States (or any other place outside Australia) and are not a US Person (as defined in Regulation S of the US Securities Act) (and not acting for the account or benefit of a US Person) and you will not offer, sell or resell Hybrid Securities in the United States to, or for the account or benefit of, any US Person;
- represented and warranted that you have not distributed this Prospectus or any other materials concerning the Offer in the United States or to any U.S. Person and have not accessed this Prospectus or any other materials concerning the Offer in the United States;
- represented and warranted that the laws of any other place, including the restrictions set out in Section 6.7.1 of this Prospectus, do not prohibit you from being given this Prospectus (or any supplementary or replacement Prospectus) or making an Application or being issued with Hybrid Securities;
- declared that you (if you are a Retail Investor) have received personal advice from a qualified financial adviser in connection with the Offer; and
- acknowledged that an Application may be rejected without giving any reason, including where the Application is not properly completed.

6.9. Privacy

The Registrar has been engaged to maintain the Register on behalf of the Company. Protecting your privacy and your personal information is important to the Registrar.

The Registrar will collect your personal information to process your registration for Hybrid Securities, manage and administer your security holding, provide facilities and services that you may request and carry out appropriate administration, as required by law.

The Corporations Act requires the collection of certain information and for that information to be included in the Register. The Register is public and able to be inspected by any person.

If you do not provide your personal information, then it may not be possible to set up or administer your security holding.

The Registrar may disclose your personal information to agents, contractors and service providers, including printers, mailing houses, call centres and general advisers who enable it to provide its services to the Company.

Under the Privacy Act, an Applicant may request access to their personal information held on behalf of the Company. To request access or correct your personal information, please contact the Registrar via the information line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia) Monday to Friday 8:30am to 5:00pm (Sydney time). The Registrar's privacy policy contains further information on how you can access or correct your personal information as well as how to complain about the handling of your personal information. You can read the Registrar's privacy policy at www.computershare.com/au/privacy-policies.

You can read New Hope's Privacy Policy at https://newhopegroup.com.au/privacy-policy/.

6.10. Enquiries

6.10.1. Applicants under the Broker Firm Offer

If you are a Broker Firm Applicant and you have any questions about the Offer, you should contact your Syndicate Broker.

If you are unclear in relation to any matter relating to the Offer, or are uncertain whether the Hybrid Securities are a suitable investment for you, you should consult your stockbroker, solicitor, accountant or other independent and qualified professional adviser.

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AUSTRALIAN TAXATION SUMMARY

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7. Australian Taxation Summary

7.1. Introduction

The following is a summary of the Australian tax consequences for certain Australian resident Holders and non-Australian resident Holders who apply for the Hybrid Securities under the Offer.

For the purposes of this summary, an Australian resident Holder is:

- a tax resident of Australia who does not hold the Hybrid Securities in the course of carrying on business at or through a permanent establishment outside Australia.

For the purposes of this summary, a non-Australian resident Holder is:

- not a tax resident of Australia and does not hold the Hybrid Securities in the course of carrying on business at or through a permanent establishment in Australia.

This summary is not exhaustive and is of a general nature only. In particular, this summary does not consider the Australian tax consequences for Holders who:

- acquire Hybrid Securities otherwise than under the Offer;
- hold Hybrid Securities in their business of share trading, dealing in securities or otherwise hold their Hybrid Securities on revenue account or as trading stock;
- are subject to the "taxation of financial arrangements" rules in Division 230 of the Tax Act in relation to their Holding of Hybrid Securities;
- if they are an Australian resident Holder, hold their Hybrid Securities through a permanent establishment outside of Australia; or
- if they are a non-Australian resident Holder, hold their Hybrid Securities through a permanent establishment in Australia.

This summary is not intended to be, nor should it be construed as being, legal, tax or financial advice to any Holder. Holders are advised to consult their own legal, tax or other professional advisers regarding the implications of owning or dealing in Hybrid Securities under Australian and other relevant tax laws.

This summary is based on Australian tax laws and regulations, interpretations of such laws and regulations, and administrative practice as at the date of this Prospectus. The Australian Parliament is in the process of enacting significant changes to the capital gains provisions, some of which have yet to be released. Future tranches of those changes may affect the outcomes summarised below.

7.2. Anticipated Class Ruling

The Company has applied to the Commissioner of Taxation ("**Commissioner**") for a class ruling to confirm certain Australian income tax consequences for Australian resident Holders of the Hybrid Securities ("**Class Ruling**").

The Class Ruling will only apply to Australian resident Holders within the class of entities specified therein, which is expected to be Australian resident Holders who acquire their Hybrid Securities under the Offer and hold their Hybrid Securities on capital account for tax purposes.

The Class Ruling will rule on Australian tax laws applicable as at the date it is issued and will only be binding on the Commissioner if the Offer is carried out in the specific manner described in the Class Ruling.

Once the Class Ruling has been issued, it will be publicly available from the Australian Taxation Office ("**ATO**") website at http://www.ato.gov.au. When the Class Ruling has been issued, the Company will make an announcement to the ASX.

7.3. Distributions on the Hybrid Securities

It is expected that the Hybrid Securities will be characterised as non-share equity interests for Australian income tax purposes.

7.3.1. Australian resident Holders

Distributions should be treated as non-share dividends that are frankable.

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Generally, provided that a Holder is a "qualified person" and the ATO does not make a determination under one or more anti-avoidance rules to deny the benefit of franking credits to the Holder, the Holder:

- should include the amount of the Distribution as well as an amount equal to the franking credits attached to the Distribution in their assessable income in the income year in which they received the Distribution; and
- should qualify for a tax offset equal to the franking credits attached to the Distribution which can be applied against their income tax liability for the relevant income year.

A Holder that is an individual or a complying superannuation fund may be able to receive a cash tax refund from the ATO if the tax offset equal to the franking credits attached to the Distribution exceeds the tax payable on the Holder's total taxable income. Other Holders will not be entitled to a tax refund of any excess franking credits. Rather, the surplus franking credits may be converted to a tax loss which can be carried forward to future years (subject to the Holder satisfying certain loss carry forward rules).

A Holder should be a "qualified person" if the "holding period rule" and the "related payments rule" are satisfied. Generally:

- to satisfy the "holding period rule", a Holder must have held their Hybrid Securities "at risk" for a continuous period of at least 90 days (excluding the day of disposal) within a period beginning on the day after the day on which they are acquired and ending on the 90th day after they become ex-distribution. To be held "at risk", a Holder must retain 30% or more of the risks and benefits associated with holding the Hybrid Securities. Where a Holder undertakes risk management strategies in relation to the Hybrid Securities (e.g. by the use of limited recourse loans, options or other derivatives), the Holder's ability to satisfy the "at risk" requirement of the "holding period rule" may be affected; and
- under the "related payments rule", a Holder who is obliged to make a "related payment" (essentially a payment passing on the benefit of the Distribution) in respect of a Distribution must hold their Hybrid Securities "at risk" for at least 90 days (excluding the days of acquisition and disposal) within each period beginning 90 days before, and ending 90 days after, they become ex-distribution.

A Holder, who is an individual, is automatically treated as a "qualified person" for these purposes if the total amount of the tax offsets in respect of all franked amounts to which the Holder is entitled in an income year does not exceed $5,000. This is referred to as the "small shareholder rule". However, a Holder will not be a "qualified person" under the small shareholder rule if "related payments" have been made, or will be made, in respect of such amounts.

There are anti-avoidance rules which can deny the benefit of franking credits to Holders in certain situations. Of the anti-avoidance rules, the most relevant is section 177EA of the Tax Act (which was considered by the High Court in *Andrew Vincent Mills v FCT* [2012] HCA 51 ("**Mills**")). In light of the decision in Mills, and having regard to the ATO's current practices, neither section 177EA, nor other anti-avoidance rules, should apply to Distributions on the Hybrid Securities, subject to the particular circumstances of a Holder.

7.3.2. Non-Australian resident Holders

Distributions should not be subject to Australian non-resident withholding tax to the extent the Distributions are franked.

To the extent an unfranked or partially franked Distribution is paid to a non-Australian resident Holder, withholding tax will be payable. The rate of withholding tax is 30% of the unfranked amount. However, non-Australian resident Holders may be entitled to a reduction in the rate of withholding tax if they are resident in a country which has a double taxation agreement with Australia.

7.4. Redemption or disposal of the Hybrid Securities

Australian resident Holders

On 1 July 2027, Australian resident Holders that are individuals or trusts will be taken to dispose of their Hybrid Securities at market value and to have reacquired those Hybrid Securities for the same amount. The gain on this deemed disposal will not be recognised until there is a "realisation event" in respect of the Hybrid Securities (broadly, a redemption or disposal).

Australian resident Holders that are individuals or trusts should then be able to apply indexation to the deemed reacquisition price for the purposes of determining the ongoing cost base of the Hybrid Securities

On the disposal (including on-market disposal or Redemption) of Hybrid Securities, Australian resident Holders will be required to include:

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- the deemed gain or loss calculated as at 1 July 2027 referred to above, if relevant; and
- the actual gain or loss on the disposal

in calculating their assessable income in the income tax year in which the disposal occurs. The actual gain or loss will generally be equal to the capital proceeds from the disposal less:

- for individuals or trusts, the market value of the Hybrid Securities at 1 July 2027 plus indexation from 1 July 2027; or
- otherwise, the cost of acquisition of the Hybrid Securities.

The capital proceeds will generally be the amount received on disposal of the Hybrid Securities. Where the disposal occurs by way of Redemption, the capital proceeds should be the $100 Face Value received, unless the market value of the Hybrid Securities at that time (determined assuming that the Redemption did not occur) is greater or less than the $100 Face Value received.

As Hybrid Securities should not be "traditional securities", qualifying Holders (individuals, certain trusts and complying superannuation funds) who have held their Hybrid Securities for at least 12 months prior to the actual disposal may be eligible for the CGT discount concession on:

- for individuals or trusts, the gain (if any) in respect of the Hybrid Securities accrued to 1 July 2027; or
- for complying superannuation funds, any capital gain made on disposal.

An Australian resident Holder who is an individual or qualifying trust is eligible for a 50% discount, while complying superannuation entities are eligible for a 33⅓ % discount. Other Holders will not be entitled to the CGT discount.

A gain made by an individual or trust (other than the gain on the deemed disposal as at 1 July 2027) will be subject to a minimum tax rate of 30%.

Any loss on disposal of Hybrid Securities should give rise to a capital loss for Holders (if the capital proceeds are less than the reduced cost base of the Hybrid Securities). Capital losses can generally only be utilised against capital gains but can be carried forward for use against capital gains realised in a later year. Indexation does not apply in calculating a capital loss.

7.4.1. Non-Australian resident Holders

As Hybrid Securities should not be "traditional securities", non-Australian resident Holders (that hold their Hybrid Securities as capital assets) should generally not be taxed on any gain realised on disposal of Hybrid Securities.

7.5. Other Australian tax matters

7.5.1. Pay-as-you-go withholding tax

The Taxation Administration Act 1953 (Cth) imposes withholding tax (currently at the rate of 47%) on the payment of distributions on certain types of investments such as the unfranked part (if any) of Distributions. However, where a Holder has provided the Company with their Tax File Number ("**TFN**") or, in certain circumstances, their Australian Business Number ("**ABN**"), or has notified the Company that they are exempt from providing this information, the Company is not required to withhold any amount of tax from payments. A Holder is not required to provide their TFN or ABN to the Company.

7.5.2. Directions by the Commissioner

The Commissioner may issue a direction requiring the Company to withhold from a payment to a Holder, an amount equal to any Australian tax payable by the Holder. If the Company receives such a direction, it will comply and make the necessary deduction as required.

7.5.3. Goods and services tax

Goods and services tax ("**GST**") is not payable on the issue, receipt, redemption, disposal or other transfer of the Hybrid Securities.

GST is not payable in relation to the payment of Distributions on the Hybrid Securities.

7.5.4. Stamp duty

Stamp duty should not be payable on the issue, receipt, redemption, disposal or other transfer of the Hybrid Securities.

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7.6. Holders may be subject to FATCA withholding and information reporting

The objective of the Foreign Account Tax Compliance Act ("**FATCA**") is to target tax non-compliance by US taxpayers with foreign financial assets and requires reporting of such financial assets by third parties.

In order to comply with FATCA, it is possible that the Company (or, if the Hybrid Securities are held through any other person, that other person) may be required (pursuant to an agreement with the IRS or otherwise under applicable law) to request certain information from Holders or beneficial owners of the Hybrid Securities, which information may in turn be provided to the IRS or other relevant tax authority.

If the Company or any other person is required to withhold amounts as a result of Holders and beneficial owners of the Hybrid Securities not providing the required information or documentation or is otherwise permitted to withhold in connection with FATCA under the Hybrid Securities Terms, then those Holders and beneficial owners will not be entitled to receive any gross up or additional amounts to compensate them for such withholding.

7.6.1. 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 Hybrid Securities) to their local tax authority and follow related due diligence procedures. Holders or beneficial owners may be requested by agents or clearing houses 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. No amounts are withheld on account of CRS.

This information is based on guidance issued by the IRS, OECD or other relevant tax authority as at the date of this Prospectus. Future guidance may affect the application of FATCA or CRS to the Company, Holders or beneficial owners of the Hybrid Securities.

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ADDITIONAL INFORMATION

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8. Additional Information

This Section provides information about a number of other matters not covered elsewhere in this Prospectus.

8.1. Board of Directors

The Directors appointed to the Board of New Hope bring to the Board relevant expertise and skills, including industry and business knowledge, financial management and corporate governance experience.

If the Malabar Acquisition is implemented, Malabar nominees Wayne Seabrook and Tony Haggarty are expected to join the New Hope Board on implementation of the Scheme (subject to the matters described in Section 3.15), providing continuity of Maxwell Underground Mine expertise and supporting the Combined Group's growth plans. The New Hope Corporate Governance Statement for FY27 will provide further information about the composition of the board and the board skills matrix following the changes anticipated to the New Hope Board if the Scheme is successful.

Director	Experience, qualifications and expertise
Robert Millner AO	Robert Millner AO was appointed as Non-Executive Director of the Company on 1 December 1995 and was appointed Chair on 27 November 1998. Robert has extensive experience in the investment industry. He brings to the Board broad corporate, investment, portfolio and asset management experience gained across diverse sectors including telecommunications, mining, manufacturing, health, finance, energy, industrial and property investment in Australia and overseas. Robert was appointed an Officer of the Order of Australia in 2023 for his contributions to business, rugby union as an administrator, and philanthropic efforts in the community. Robert is the Chairman of Soul Patts, New Hope Corporation Limited's largest shareholder, and BKI Investment Company Limited.
Jacqueline McGill AO	Jacqueline (Jacqui) McGill AO was appointed as a Non-Executive Director of the Company on 22 June 2020. During the 2026 financial year, the Board determined to appoint Jacqui as the Company's Lead Independent Director, effective from 1 April 2026. Jacqui has significant executive experience in the mining and resources sectors with a career spanning over 35 years across a range of commodities. During her executive career, Jacqui held senior leadership roles with BHP including leadership of Mitsui Coal and Olympic Dam Corporation, as well as other senior leadership roles in BHP's copper, uranium and iron ore divisions. In 2020, Jacqui was appointed an Officer of the Order of Australia for her distinguished service to the mining sector and advocacy for gender equity and workplace diversity. Jacqui has a Bachelor of Science, an MBA, and an honorary doctorate from Adelaide University. She is a graduate of the Australian Institute of Company Directors.

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Director	Experience, qualifications and expertise
Ian Williams	Ian Williams was appointed as a Non-Executive Director of the Company on 1 November 2012. Ian is an experienced non-executive director and corporate adviser. He was a Partner at international law firms Ashurst and then Herbert Smith Freehills Kramer for over 20 years, and is currently a Senior Adviser at Herbert Smith Freehills Kramer. Ian is a director of Spicers Paper and Softbank Robotics Australia; and Vice-President of the Australia Japan Business Co-operation Committee. Ian has written extensively on Japan-Australia business and investment relationships and in 2016 was awarded Japanese Foreign Minister's Commendation for service to the Japan Australia relationship in business and sport. Ian holds degrees in Economics and Law from the University of Sydney, and a post-Graduate Diploma from Oxford University in Politics, Philosophy and Economics. He is also a graduate from the Australian Institute of Company Directors, and represented both Australia and Japan in rugby union.
Thomas Millner	Thomas (Tom) Millner was appointed as a Non-Executive Director of the Company on 16 December 2015. Tom has over 20 years of experience in investment markets and portfolio management, with over 15 years as a director of Australian public companies. Tom is Director and Portfolio Manager of Contact Asset Management and lead Portfolio Manager of BKI Investment Company (BKI.ASX) ("**BKI**"). Tom was previously Chief Executive Officer of BKI from 2008 to 2016 and was a Non-Executive Director of Soul Patts for over 13 years until December 2023. Tom sits on The King's School Foundation and Investment Committees and is a Director of the Australian Rugby Foundation. Tom has a Bachelor of Industrial Design, a Graduate Diploma in applied Finance and is a Fellow of the Financial Services Institute of Australasia and a graduate of the Australian Institute of Company Directors.
Steven Boulton	Steven (Steve) Boulton was appointed as a Non-Executive Director of the Company on 29 July 2022. Steven is an accomplished CEO and Board Director with more than 40 years of experience in infrastructure, investments / funds management and asset management sectors. Steven has served on more than 20 Boards during his career and is currently a Non-Executive Director of the Tri-Star Group and Non-Executive Chair of Polaris Marine Group. Steven has a Graduate Diploma in Applied Corporate Governance, a Bachelor of Business (Business Management & HR Management) degree and a Master of Technology Management. Steven is a Fellow of the Australian Institute of Company Directors, the Governance Institute of Australia and Australian Institute of Managers and Leaders. He is also a Certified Professional of the Australian Human Resources Institute.
Lucia Stocker	Lucia (Lucy) Stocker was appointed as a Non-Executive Director of the Company on 1 February 2023. Lucy is a highly recognised industry leader with over 30 years of experience across mining, engineering and strategic planning, as well as founding and operating a successful privately owned agricultural business. She is currently an independent consultant and has previously been a Non-Executive Director of Perth NRM. Lucy holds a Master of Business Administration (Technology Management, Deakin La Trobe), Bachelor of Engineering (Mining) Honours (University of Wollongong) and is a graduate of the Australian Institute of Company Directors.

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Director	Experience, qualifications and expertise
Brent Smith	Brent Smith joined the Board of the Company on 1 July 2024. Brent is a senior corporate finance executive with over 22 years of experience in principal investment and corporate advisory across a wide range of sectors, including mining and energy. Brent is currently a managing director at Soul Patts. Brent holds a Bachelor of Business from the University of Technology Sydney and a Graduate Diploma of Applied Finance and Investment from the Financial Services Institute of Australasia.

8.2. Key management personnel

Name	Position	Position held since
Robert Bishop	Chief Executive Officer	14 February 2022
Rebecca Rinaldi	Chief Financial Officer	14 February 2022
Dominic O'Brien	Executive General Manager and Company Secretary	1 February 2022

8.3. Interests and benefits

8.3.1. Directors' relevant interests

The Directors as at the date of this Prospectus had the following relevant interests in issued securities of the Company:

Directors	Direct interests in NHC Ordinary Shares	Indirect interests in NHC Ordinary Shares
Robert Millner AO	279,599	6,043,215
Jacqui McGill AO	80,000	Nil
Ian Williams	10,000	Nil
Tom Millner	21,153	5,955,715
Steven Boulton	10,000	Nil
Lucia Stocker	24,901	Nil
Brent Smith	Nil	Nil

Other than as set out in this Prospectus, no Director or proposed Director holds, at the time of lodgement of this Prospectus with ASIC, or has held in the two years before lodgement of this Prospectus with ASIC, an interest in:

- the formation or promotion of the Company;
- the Offer; or
- any property acquired or proposed to be acquired by the Company in connection with the formation or promotion of the Company or the Offer.

Other than as set out in this Prospectus, no amount (whether in cash, NHC Ordinary Shares or otherwise) has been paid or agreed to be paid, nor has any benefit been given or agreed to be given, to any Director or proposed Director:

- to induce a person to become, or qualify as, a Director; or
- for services provided by a Director or proposed Director in connection with the formation or promotion of the Company or the Offer.

8.3.2. Directors' fees

The Constitution contains provisions about the remuneration of the Directors. As remuneration for their services as Directors, the Non-Executive Directors are paid an amount of remuneration determined by the Board, subject to a maximum annual aggregate amount determined by shareholders in a general meeting. The maximum annual aggregate amount has been set at $2,250,000. Each Director (other than the Chairman) may also be paid additional remuneration for performance of additional Board Sub-Committee services and all Directors are entitled to reimbursement of reasonable out-of-pocket expenses incurred in attending meetings of the Board or otherwise performing their duties as a Director. The remuneration of the Chief Executive Officer is fixed by the Board and is set out in the Remuneration Report

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published in the 2026 Annual Report. The remuneration may consist of salary, bonuses or any other elements but must not be a commission on or percentage of profits or operating revenue.

8.3.3. Participation in the Offer

Directors and other Related Parties of the Company, including Soul Patts and entities associated with Soul Patts or with any Director, may apply for Hybrid Securities under the Offer. Any Application by a Related Party will be made on the same terms and conditions as Applications by other investors, including at the Issue Price of $100 per Hybrid Security and at the Margin determined under the Bookbuild. Any bid lodged by or on behalf of a Related Party in the Bookbuild will be lodged without a margin limit (that is, the Related Party will accept the Margin determined under the Bookbuild), so that the Margin is determined by reference to bids from investors who are not Related Parties. Any Director who has an interest in an Application by a Related Party will not participate in the Company's determination of the Margin or of allocations to Related Parties. Allocations to Related Parties will be determined on the same basis as allocations to other Applicants under the allocation policy described in Section 6.6.2.

A Director or other Related Party applying as a Retail Investor may only apply through the Broker Firm Offer and must be within the Target Market and have received personal advice. Related Parties that are Wholesale Investors may participate in the Institutional Offer or through the Broker Firm Offer.

The Hybrid Securities are not convertible into NHC Ordinary Shares or any other equity securities. Accordingly, ASX Listing Rule 10.11 does not apply to the issue of Hybrid Securities to Related Parties. As any Hybrid Securities issued to a Related Party will be issued on the same terms as those issued to other investors, at a Margin determined by reference to bids from investors who are not Related Parties and without the participation of any interested Director, the Directors consider that the issue would be on arm's length terms for the purposes of section 210 of the Corporations Act, and member approval under Chapter 2E of the Corporations Act is therefore not required.

Following the Issue Date, the Company will announce to ASX the aggregate number of Hybrid Securities issued to Related Parties. Each Director will notify ASX of any relevant interest in Hybrid Securities they acquire in accordance with section 205G of the Corporations Act and ASX Listing Rule 3.19A. Participation by Directors and senior management is subject to the Company's Securities Trading Policy.

Members of the Company's senior management who are not Related Parties may apply for Hybrid Securities under the Broker Firm Offer through a Syndicate Broker on the same terms as all other Applicants, provided they are within the Target Market and have received personal advice. Any allocation to them will be determined on the same basis as allocations to other Applicants.

8.3.4. Interests of advisers

Jarden Australia Pty Ltd ("**Jarden**") has acted as Arranger and as a Joint Lead Manager, and each of Canaccord Genuity (Australia) Limited, FIIG Securities Limited, Morgans Financial Limited, MST Financial Services Pty. Ltd., Ord Minnett Limited and Shaw and Partners Limited has acted as a Joint Lead Manager on the Offer. Bell Potter Securities Limited and Taylor Collison Limited have acted as Co-managers on the Offer. The Company has agreed to pay: (a) an arranger fee to the Arranger; (b) a joint lead manager fee of 0.75% (exclusive of GST) of the total gross proceeds of the Offer to the Arranger and Joint Lead Managers, in the proportions agreed between them; and (c) a broker firm selling fee of 1.00% (exclusive of GST) of the value of each Hybrid Security allocated to that Joint Lead Manager under the Broker Firm Offer. The Arranger and Joint Lead Managers will be responsible for paying any fees to Co-managers and other Syndicate Brokers out of these fees. If the Offer raises $250 million, the aggregate fees payable by the Company to the Arranger and Joint Lead Managers (including the arranger fee) are expected to be up to approximately $5.3 million (exclusive of GST). The Company must also reimburse the Arranger and the Joint Lead Managers for certain costs and expenses (see Section 8.12).

Jarden is also acting as financial adviser to the Company in connection with the proposed Malabar Acquisition. Investors should be aware that Jarden therefore has an interest in the implementation of the Malabar Acquisition, and that if the Scheme is implemented the Company intends to apply the net proceeds of the Offer towards the early repayment, refinancing or retirement of some of Malabar's existing financing arrangements (see Section 3.15). The Board considers this interest acceptable because the Offer is not conditional on the Malabar Acquisition and the Margin and allocations are determined through the Bookbuild.

None of the Arranger, the Joint Lead Managers or the Co-managers (or their affiliates) is a lender to Malabar.

The Joint Lead Managers and their respective affiliates are involved in a wide range of financial services and businesses in respect of which they may receive fees and other benefits and out of which conflicting interests or duties may arise. These services and businesses may include securities trading, brokerage activities or the provision of finance, including in respect of securities of, or loans to, the Group. In the ordinary course of these activities, each of the Joint Lead Managers

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and their respective affiliates may also at any time hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt, equity or hybrid securities or senior loans or financial products of any Group entity or any third party involved in the Offer, and may finance the acquisition of those securities and/or financial products and take or enforce security over those securities and/or financial products. The Joint Lead Managers have represented to the Company that they will manage any conflicts in connection with their role as Joint Lead Managers in compliance with their legal obligations.

Corrs Chambers Westgarth has acted as the Company's Australian legal adviser in relation to the Offer (other than in relation to taxation matters). In respect of this work, the Company has paid, or has agreed to pay, Corrs Chambers Westgarth approximately $495,000 (excluding disbursements and GST) for work performed by it up until the date of this Prospectus. Further amounts may be paid to Corrs Chambers Westgarth in accordance with its time-based charges.

PwC has acted as the Company's Australian tax adviser in relation to the Offer and has prepared the Australian taxation summary in Section 7. In respect of this work, the Company has paid, or has agreed to pay, PwC approximately $120,000 (excluding disbursements and GST) for work performed by it up until the date of this Prospectus. Further amounts may be paid to PwC in accordance with its time-based charges.

Ernst & Young is the auditor of the Company and has also acted as the investigating accountant on certain financial disclosures in relation to the Offer. In respect of this work, the Company has paid, or has agreed to pay, Ernst & Young approximately $200,000 (excluding disbursements and GST) for work performed by it up until the date of this Prospectus. Further amounts may be paid to Ernst & Young in accordance with its time-based charges. Amounts paid to Ernst & Young in its capacity as auditor are disclosed in the Company's 2026 Annual Report.

Except as set out in this Prospectus, no:

- person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus; or
- Joint Lead Manager, Co-manager, the Trustee or the Registrar,

holds at the time of lodgement of this Prospectus with ASIC, or has held in the two years before lodgement of this Prospectus with ASIC, an interest in:

- the formation or promotion of the Company;
- the Offer; or
- any property acquired or proposed to be acquired by the Company in connection with the formation or promotion of the Company or the Offer,

nor has anyone paid or agreed to pay or given or agreed to give any benefit to such persons in connection with the formation or promotion of the Company or the Offer.

8.3.5. Related Party Transactions

Soul Patts is the Company's largest shareholder, holding approximately 39% of NHC Ordinary Shares as at the date of this Prospectus. Robert Millner AO, Chairman of New Hope, is also Chairman of Soul Patts, and Thomas Millner, a Non-Executive Director of New Hope, was previously a Non-Executive Director of Soul Patts until December 2023.

As at the date of this Prospectus, Soul Patts and/or its affiliates is one of a group of lenders to Malabar on arms-length terms. If the Malabar Acquisition is implemented and the net proceeds of the Offer are applied towards the repayment, refinancing or retirement of Malabar's existing financing arrangements, Soul Patts may receive part of those proceeds in its capacity as lender.

During FY2026, the Group paid $1.4 million to AMP Control for electrical engineering services and $0.2 million to Pitt Capital Partners Limited for consulting services. AMP Control provided electrical engineering consulting services, equipment and installation to the Group's Bengalla mine, while Pitt Capital Partners Limited acted as financial adviser to the Group in connection with various corporate transactions. These transactions were undertaken on normal commercial terms.

During FY2026, the Company also paid approximately $82.9 million dividends to Soul Patts. Those dividends were paid on the same terms and conditions as applied to other shareholders.

Directors are required to take reasonable steps to manage actual, potential or perceived conflicts of interest and to notify the Company of potential or actual conflicts of interest and related party transactions. Directors do not participate in negotiations relating to transactions with related parties.

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8.4. Expenses of the Offer

Assuming the Offer raises $250 million, then the total expenses of the Offer (including fees payable to the Arranger and Joint Lead Managers, legal, accounting, tax, marketing, administrative fees, as well as advertising and other expenses related to this Prospectus and the Offer) are expected to be approximately $6.0 million (exclusive of GST). All of these expenses have been, or will be, borne by the Company.

8.5. Consents

8.5.1. Statement of Directors

This Prospectus is authorised by each Director who consents, and who has not withdrawn their consent, to its lodgement with ASIC and its issue.

8.5.2. Other consenting parties

Except as set out below, each of the parties referred to in the following table:

- has given and has not, before the lodgement of this Prospectus with ASIC, withdrawn, its written consent to be named in this Prospectus in the form and context in which it is named;
- has not caused or authorised the issue of this Prospectus and does not make or purport to make any statement or representation in this Prospectus or any statement on which a statement in this Prospectus is based; and
- does not cause or authorise the issue of this Prospectus, and, to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any statements in or omissions from this Prospectus.

PwC has given, and has not, before the lodgement of this Prospectus with ASIC, withdrawn, its written consent to the inclusion of statements by it, or based on statements made by it, consisting of the Australian taxation summary in Section 7 in the form and context in which it appears.

Role	Consenting Parties
Arranger	Jarden Australia Pty Ltd
Joint Lead Managers	Canaccord Genuity (Australia) Limited FIIG Securities Limited Morgans Financial Limited MST Financial Services Pty. Ltd. Ord Minnett Limited Shaw and Partners Limited
Co-managers	Bell Potter Securities Limited Taylor Collison Limited
Auditor and Investigating Accountant	Ernst & Young
Australian legal adviser	Corrs Chambers Westgarth
Australian tax adviser	PwC
Registrar	Computershare Investor Services Pty Limited
Trustee	Equity Trustees Limited

8.6. Reporting and disclosure obligations

The Company is admitted to the official list of ASX and is a disclosing entity for the purposes of the Corporations Act. As a disclosing entity, it is subject to regular reporting and disclosure obligations under the Corporations Act and ASX Listing Rules. Broadly, these obligations require the Company to prepare both annually and half yearly financial statements, to report on its operations during the relevant accounting period and to obtain an audit or review report from its auditor.

Copies of these and other documents lodged with ASIC in relation to the Company may be obtained from, or inspected at, an ASIC office. A copy of documents lodged with ASIC in relation to the Company may also be obtained from ASIC's website http://www.asic.gov.au (a fee may apply).

The Company must ensure that ASX is continuously notified of information about specific events and matters as they arise for the purposes of ASX making the information available to the Australian securities market. Subject to certain

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exceptions, the Company has an obligation under the ASX Listing Rules to notify ASX immediately when it becomes aware of any information concerning the Company which a reasonable person would expect to have a material effect on the price or value of its quoted securities.

8.7. ASIC relief and reliance on ASIC class instruments

8.7.1. Individual relief granted to the Company

ASIC has granted the Company individual relief from section 734(2) of the Corporations Act to permit the Company to make an announcement to ASX of its intention to make the Offer, together with certain information about the Offer (including the identity of the Joint Lead Managers, the proposed volume, the key terms of the Hybrid Securities and the indicative timetable), before lodgement of this Prospectus with ASIC. The Company made that announcement on 11 November 2026.

8.7.2. Reliance on ASIC class instruments

Sections 723 and 724 of the Corporations Act apply to the Offer as modified by *ASIC Corporations (Minimum Subscription and Quotation Conditions) Instrument 2026/87*, which (among other things) clarifies how the periods for satisfying minimum subscription and quotation conditions are calculated where a supplementary, replacement or refresh document is lodged, and enables those periods to be extended by lodging a refresh document, subject to applicants being given a one month period in which to withdraw their Applications (see also 'Important information').

The Company is also relying on *ASIC Corporations (Consents to Statements) Instrument 2026/89*, which permits this Prospectus to include, without the consent of the relevant person, statements that are correct and fair copies of, or extracts from, or fair representations of statements in, public official documents or published books, journals or comparable publications (including the RBA cash rate data in Figure 3), and certain trading data relating to trading on an approved financial market (including the BBSW Rate data in Figure 3). Any person may obtain a copy of these statements (or the relevant parts of the source documents) free of charge during the Offer Period by contacting the Company Secretary.

Other than as described in this Section 8.7, ASIC has not granted the Company any relief or modification in relation to the Offer, and the Company does not rely on any other ASIC class instrument in relation to this Prospectus.

8.8. ASX confirmations and waivers

ASX has classified the Hybrid Securities as "debt securities" for the purposes of the ASX Listing Rules and has confirmed in writing that:

- the Hybrid Securities are not preference shares for the purposes of Listing Rules 6.4 to 6.7; and
- Listing Rule 6.10 does not apply to the Hybrid Securities.

Other than as described in this Section 8.8, the Company has not obtained any confirmation or waiver of the ASX Listing Rules from ASX in connection with the Offer. ASX takes no responsibility for the contents of this Prospectus, and the fact that ASX may admit the Hybrid Securities to quotation is ***not to be taken*** as an indication of the merits of the Company or the Hybrid Securities.

8.9. Design and distribution obligations and ASIC product intervention powers

The DDO Legislation imposes additional obligations on the Company regarding the design and distribution of certain financial products offered to Retail Investors (including hybrid securities), and grants product intervention powers to ASIC if it believes significant consumer detriment has occurred, or is likely to occur as a result of the financial product.

The design and distribution obligations in the DDO Legislation are limited to an initial offering of securities, which means that they will not apply to secondary market trading of the Hybrid Securities.

The DDO Legislation gives ASIC a significant, proactive power to issue a product intervention order if it believes that a financial product has resulted in or will, or is likely to, result in significant detriment to retail clients. The DDO Legislation requires ASIC to undertake a consultation process before it makes a product intervention order.

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8.10. Availability of documents

The Company will provide a copy of any of the following documents free of charge to any person upon their request during the Offer Period:

- the financial reports for the financial years ended 31 July 2025 and 31 July 2026 lodged with ASIC by the Company;
- any continuous disclosure notices given by the Company in the period after the lodgement of the financial report of the Company for the financial year ended 31 July 2026 and before lodgement of this Prospectus with ASIC; and
- the Constitution.

A copy of the abovementioned financial reports and half year financial reports can be downloaded from New Hope's website at https://newhopegroup.com.au/investors/. The Constitution is available at https://newhopegroup.com.au/investors/. A copy of the Malabar historical financial reports can be downloaded from the Malabar website at https://malabarresources.com.au/investor-centre.

All written requests for copies of the above documents should be addressed to the New Hope Company Secretary at the address set out in the Corporate Directory at the end of this Prospectus or by email to cosec@newhopegroup.com.au.

8.11. Rights and liabilities attaching to the Hybrid Securities

The rights and liabilities attaching to the Hybrid Securities are contained in the Trust Deed (which includes the Hybrid Securities Terms). The Hybrid Securities Terms are set out in Appendix A and a summary of the Trust Deed is set out in Section 8.13. The Company must provide a copy of the Trust Deed to a Holder on request.

Rights and liabilities attaching to the Hybrid Securities may also arise under the Corporations Act, the ASX Listing Rules, the Constitution and other laws.

8.12. Summary of the Offer Management Agreement

8.12.1. Overview

The Company, the Arranger and the Joint Lead Managers signed the Offer Management Agreement on or around 16 November 2026. Under the Offer Management Agreement and the mandate letter, the Company appointed Jarden Australia Pty Ltd as the Arranger and a Joint Lead Manager, and Canaccord Genuity (Australia) Limited, FIIG Securities Limited, Morgans Financial Limited, MST Financial Services Pty. Ltd., Ord Minnett Limited and Shaw and Partners Limited as Joint Lead Managers for the Offer. The Arranger has been appointed on an exclusive basis as sole arranger of the Offer and sole manager of the Institutional Offer, and the Joint Lead Managers (including the Arranger) have been appointed on an exclusive basis as joint lead managers of the Broker Firm Offer. The following is a summary of the principal provisions of the Offer Management Agreement.

Under the Offer Management Agreement, the Arranger and Joint Lead Managers have agreed to manage the Offer, including the Bookbuild (which will be conducted by the Arranger) and related allocation process for the Offer, and to provide settlement support for the settlement obligations of successful Applicants under the Bookbuild. The Arranger's settlement support obligations are on a best endeavours basis only. The Offer is not underwritten, and nothing in the Offer Management Agreement constitutes an agreement by a Joint Lead Manager to underwrite the Offer (or any part of it).

The obligations of the Joint Lead Managers under the Offer Management Agreement are subject to the satisfaction (or waiver) of certain conditions precedent, including delivery of due diligence materials, lodgement of this Prospectus with ASIC and its release to ASX, execution of the Trust Deed, receipt of ASX confirmations and the accuracy of the Company's representations and warranties. The obligations of the Joint Lead Managers to provide settlement support are further conditional on, among other things, ASX agreeing to grant quotation of the Hybrid Securities, successful completion of the Bookbuild, lodgement of the replacement Prospectus setting out the Margin, expiry of the Exposure Period and delivery of closing certificates by the Company.

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8.12.2. Fees

The fees payable by the Company to the Arranger and Joint Lead Managers under the Offer Management Agreement comprise a joint lead manager fee of 0.75% (exclusive of GST) of the total gross proceeds of the Offer, allocated between the Arranger and the Joint Lead Managers in accordance with the Offer Management Agreement, and a broker firm selling fee of 1.00% (exclusive of GST) of the face value of each Hybrid Security allocated to each Joint Lead Manager under the Broker Firm Offer, each of which is payable as a deduction from the gross proceeds of the Offer (see also Section 8.3.4). The actual amount payable will not be known until the allocation of Hybrid Securities under the Offer has been completed. In addition, the Company must pay, or reimburse the Joint Lead Managers for, certain costs of and incidental to the Offer, including reasonable legal costs up to a maximum of $50,000 (exclusive of GST), reasonable out-of-pocket expenses of up to $5,000 (exclusive of GST) per Joint Lead Manager (or any greater amount approved in writing by the Company), any stamp duty or similar taxes and other third party costs in respect of the Offer, and reasonable costs of any review of the Offer Materials by ASX, ASIC or any other regulatory body, whether or not the Offer proceeds.

8.12.3. Representations and warranties

The Company and each Joint Lead Manager give customary representations and warranties in relation to matters such as their status, power and authority to enter into the Offer Management Agreement and the binding nature of their obligations under it. The Company gives a number of further representations and warranties, including in relation to: the status and ranking of the Hybrid Securities; the Offer Materials (including that they will not omit material required by the Corporations Act and will not contain any statement which is misleading or deceptive or likely to mislead or deceive); information provided for the purposes of the due diligence investigations and the conduct of those investigations; compliance with the Corporations Act, the Listing Rules, the Constitution, the Trust Deed, the DDO Regime and other applicable laws; continuous disclosure; the Group's financial statements and pro forma historical financial information; the absence of any material adverse change, material proceedings or insolvency; and sanctions, anti-bribery and anti-money laundering matters. The Joint Lead Managers give representations and warranties in relation to, among other things, US securities law matters, compliance with the DDO Regime and the Target Market Determination, and holding an Australian financial services licence (or being exempt from the requirement to hold one). The representations and warranties are repeated on each day up to and including completion of the Offer. If Malabar becomes a member of the Group before completion of the Offer, each repeated representation and warranty given by the Company, to the extent it relates to Malabar or its subsidiaries, is given only to the best of the Company's knowledge having made reasonable enquiries and is qualified by matters relating to the Malabar Acquisition disclosed in the Offer Materials.

8.12.4. Indemnity

Subject to certain exclusions, the Company unconditionally and irrevocably indemnifies the Joint Lead Managers (including the Arranger), their affiliates and related bodies corporate, and their respective directors, officers, employees, partners and agents against all losses suffered or incurred directly or indirectly by them arising out of or in connection with the Offer or the Offer Management Agreement, including as a result of any statement in, or omission from, the Offer Materials or other public information, any breach by the Company of its obligations or of its representations and warranties, the making of the Offer, and any regulatory review, enquiry or investigation in relation to the Offer. The indemnity does not extend to losses to the extent they are conclusively judicially determined to result directly from the fraud, wilful misconduct (including a deliberate breach of certain undertakings) or gross negligence of an indemnified party, to any penalty or fine payable by an indemnified party for its own contravention of the Corporations Act, or to any amount in respect of which the indemnity would be illegal, void or unenforceable. The Company also releases the indemnified parties from certain claims, and the Offer Management Agreement contains contribution provisions under which the contribution of a Joint Lead Manager and its associated indemnified parties is capped at the aggregate fees paid to that Joint Lead Manager.

8.12.5. Termination events

Each Joint Lead Manager may terminate its obligations under the Offer Management Agreement, without cost or liability, by notice at any time before 3.00pm on the Settlement Date (expected to be 14 December 2026) on the occurrence of any of a number of termination events, including (among others):

- the Company becomes insolvent, ceases to be admitted to the official list of ASX, or NHC Ordinary Shares are suspended from trading (other than a permitted trading halt) or cease to be quoted on ASX;
- the offer materials (including this Prospectus) do not comply with the Corporations Act, the Listing Rules or any other applicable law, omit material required by applicable law, or contain a statement that is or becomes materially misleading or deceptive or likely to mislead or deceive;
- the Company lodges a supplementary prospectus without the prior written consent of the Joint Lead Managers (other than one required to be lodged under section 719 of the Corporations Act in respect of which the

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Company has complied with the Offer Management Agreement), or a Joint Lead Manager forms the view (acting reasonably and after consultation with the Company) that a supplementary prospectus must be lodged under section 719 of the Corporations Act;

- ASIC issues, or gives notice of an intention to hold a hearing in relation to, an order under section 739 of the Corporations Act, applies for an order under Part 9.5 of the Corporations Act, commences an investigation or hearing under Part 3 of the ASIC Act, or issues an order under section 994J of the Corporations Act, in each case in relation to the Offer, the offer materials or the Target Market Determination, or gives notice of an intention to prosecute the Company or any of its directors;
- any person whose consent is required withdraws its consent to the issue of, or to being named in, this Prospectus, any person gives a notice under section 733(3) of the Corporations Act, or a person gives a notice under section 730 of the Corporations Act that is, in the reasonable opinion of a Joint Lead Manager, materially adverse from the point of view of an investor;
- the S&P/ASX 200 Index falls to a level that is 85.0% or less of its level on the Business Day before the date of the Offer Management Agreement, or closes at a level that is 90.0% or less of that level for any 3 consecutive Business Days up to and including the Settlement Date or on any day within the 3 Business Days before the Issue Date;
- the Bookbuild is not successfully completed by 10.00am on the Business Day following the Bookbuild, this Prospectus is not lodged by the Lodgement Date (i.e. 16 November 2026), the Company is prevented from issuing the Hybrid Securities within the time required by the timetable, any event in the timetable up to the Settlement Date is delayed by more than 2 Business Days without the Joint Lead Managers' approval, a condition precedent is not satisfied, or a closing certificate is not provided;
- ASX approval for quotation of the Hybrid Securities is refused, not granted or withdrawn, any ASX approval or waiver or other regulatory approval required for the Offer is withdrawn or revoked, or the Trustee ceases to be licensed to act as trustee for the purposes of Chapter 2L of the Corporations Act;
- trading in securities generally on ASX is suspended or materially limited for more than one full trading day, or an event occurs which makes it illegal for a Joint Lead Manager to satisfy its obligations or to market, promote or settle the Offer;
- the Company or any of its directors or officers engages, or has engaged, in any fraudulent conduct or activity, whether or not in connection with the Offer;
- the Company is required to repay Application Payments or grant withdrawal rights under section 724 of the Corporations Act; or
- the Company withdraws the Target Market Determination, this Prospectus or the Offer.

Certain other termination events (including a director of the Company being charged with an indictable offence or disqualified, a Material Adverse Effect (other than one arising solely by reason of the Malabar Acquisition to the extent disclosed in the Offer Materials), a review trigger under, or amendment or replacement of, the Target Market Determination, the due diligence report or other information supplied to the Joint Lead Managers being misleading or deceptive, a material subsidiary becoming insolvent, public information becoming misleading or deceptive, an undisclosed change in senior management or change of control of the Company, a closing certificate being untrue, an unremedied breach by the Company of the Offer Management Agreement, an adverse change of law or policy, the outbreak or escalation of hostilities, and certain banking moratoria or suspensions of trading on major international exchanges) only entitle a Joint Lead Manager to terminate if, in its reasonable opinion, the event has had or is likely to have a materially adverse effect on the success, marketing or settlement of the Offer, the willingness of investors to subscribe for the Hybrid Securities or the price at which the Hybrid Securities are likely to trade on ASX, or has given or is likely to give rise to a liability of, or a contravention of law by, that Joint Lead Manager. If a Joint Lead Manager terminates, each other Joint Lead Manager may, within 2 Business Days, elect to take up the rights and obligations of the terminating Joint Lead Manager or also terminate. If those rights and obligations are not fully taken up, the remaining Joint Lead Managers may appoint a new joint lead manager within a further 5 Business Days, failing which it will be treated as if all Joint Lead Managers had terminated.

8.12.6. Undertakings

The Company gives a number of undertakings under the Offer Management Agreement, including (subject to certain exceptions, including in connection with the Malabar Acquisition and matters disclosed in this Prospectus) not to, without the prior written consent of the Joint Lead Managers (not to be unreasonably withheld or delayed), at any time before the expiration of 90 days after completion of the Offer: carry on its business other than in the ordinary course; dispose of, or grant security over, all or any material part of its business, property or securities; reduce, reorganise or otherwise alter its capital structure; or allot, agree to allot or indicate that it may allot any ASX listed hybrid securities or ASX listed debt securities (other than under the Offer). The Company has also undertaken to use the proceeds of the Offer for the

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purposes described in this Prospectus and not to lodge a supplementary prospectus (other than the replacement Prospectus setting out the Margin) or amend the Offer Materials without the consent of the Joint Lead Managers (not to be unreasonably withheld or delayed).

8.13. Trustee

The Company has entered into a Trust Deed dated on or about the date of this Prospectus with the Trustee, Equity Trustees Limited.

8.13.1. About the Trustee

The Trustee and its directors, employees, officers, affiliates, agents, advisers, intermediaries and related bodies corporate (each a "**related person**"):

- have not authorised or caused the issue or distribution of this Prospectus, were not involved in preparing any part of this Prospectus and do not make any statement or purport to make any statement in this Prospectus or any statement on which a statement in this Prospectus is based;
- do not assume any responsibility for, or make representations as to the truth, accuracy or completeness of any information contained in this Prospectus;
- to the maximum extent permitted by law, expressly disclaim all liability in respect of, make no representation or any statement regarding and take no responsibility for any part of this Prospectus, or any statements in or omissions from this Prospectus, other than in the case of the Trustee, only references to its name which are included in this Prospectus and its written consent and the statement(s) made in this Section 8.13.1;
- in the case of the Trustee only, has given and has not, before the lodgement of this Prospectus with ASIC, withdrawn its written consent to be named in this Prospectus in the form and context in which it is named;
- have solely relied on the Company for the accuracy of the contents of this Prospectus;
- do not make any representation or warranty as to the performance of the Company, the performance of the Hybrid Securities, the payment of distributions or Redemption of Hybrid Securities; and
- are not, subject to the Trustee's obligations under the Corporations Act, responsible for monitoring the Company's business.

8.13.2. Summary of the Trust Deed

The Company has entered into a Trust Deed dated on or about the date of this Prospectus with the Trustee. A copy of the Trust Deed can be obtained from www.newhopegroup.com.au/investors/hybridsecurities/. The following is a summary only of the principal provisions of the Trust Deed.

8.13.3. Appointment of the Trustee

The Trustee has been appointed under the Trust Deed and holds the following on trust for the Holders and itself in accordance with the terms of the Trust Deed:

- the right to enforce the Company's duty to repay under the Hybrid Securities in accordance with the Hybrid Securities Terms;
- the right to enforce the Company's obligation to pay all other amounts payable under the Hybrid Securities in accordance with the Hybrid Securities Terms;
- the right to enforce any other duties or obligations that the Company has under the Hybrid Securities Terms, under the Trust Deed, or to the Holders under any other Transaction Document or under Chapter 2L of the Corporations Act;
- the amount of A$10; and
- any other property held by the Trustee on the trust established under the Trust Deed (including, without limitation, the benefit of any covenants, undertakings, representations, warranties, rights, powers, benefits or remedies in favour of the Trustee under the Transaction Documents).

8.13.4. Undertakings

In respect of each Hybrid Security, the Company has undertaken to the Trustee, to pay the amounts due and payable in respect of that Hybrid Security subject to and in accordance with the Hybrid Securities Terms.

The Trustee directs the Company to pay such amounts under the Trust Deed directly to the Holders, unless a winding up or liquidation has occurred in respect of the Company and is subsisting, in which event the payment must be made to the Trustee.

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The Company also makes covenants with the Trustee for the benefit of the Holders to, among other things:

- notify the Trustee promptly after it becomes aware of an Enforcement Event or a breach by the Company of Chapter 2L of the Corporations Act, the Transaction Documents or the Hybrid Securities Terms;
- maintain, or cause to be maintained, a Register;
- carry on and conduct its business in a proper and efficient manner and keep proper books of account;
- make its financial and other records available for inspection by the Trustee (or its authorised officers or employees or a registered company auditor appointed by it);
- provide the Trustee with written details of any security interest it creates within 21 days after it is created;
- provide the Trustee with copies of its audited financial statements lodged with ASIC within 120 days after the close of each financial year and its unaudited financial statements lodged with ASIC within 90 days after the close of each financial half year;
- comply with the Hybrid Securities Terms; and
- comply with all statutory and regulatory requirements applicable to it (including under Chapter 2L of the Corporations Act) to the extent they relate to its obligations under the Transaction Documents, where a failure to do so would have or be likely to have a material adverse effect on the ability of the Company to meet its payment obligations in respect of Hybrid Securities or the validity and enforceability of the rights and remedies of Holders under the Transaction Documents.

The Company has also undertaken to comply with its reporting obligations to the Trustee, the Holders and ASIC under the Corporations Act (including the quarterly reporting obligations under section 283BF), the ASX Listing Rules and the ASX Settlement Operating Rules.

8.13.5. Enforcement

Subject to the Transaction Documents and to section 283DA(h) of the Corporations Act, the Trustee is not obliged to take any action to enforce the Hybrid Securities or the Transaction Documents, unless each of the following conditions are met:

- it is directed to take such action by a Special Resolution or in writing by, in aggregate, Holders holding Hybrid Securities representing at least 10% of the aggregate Face Value of the Hybrid Securities then outstanding;
- it is indemnified and/or placed in funds, to its reasonable satisfaction, against all actions, proceedings, claims and demands to which it may become liable, all costs it may incur and certain management time spent in taking the action, in accordance with the Trust Deed; and
- the action is permitted under the Transaction Documents and is not prohibited by law.

No Holder is entitled to proceed directly against the Company to enforce any right or remedy under or in respect of any Hybrid Securities unless the Trustee, being entitled and having become bound to proceed, fails to do so within 21 days and the failure is continuing, in which case a Holder may proceed against the Company for the relevant remedy to the same extent (but not further or otherwise) that the Trustee would have been entitled to do so. Any such proceedings must be brought in the name of the Holder and not the Trustee.

Neither the Trustee nor any Holder may exercise any powers in a manner inconsistent with, or take any enforcement action which is contrary to, the Transaction Documents.

The Trustee may waive in writing any breach by the Company of the Trust Deed, provided that if an Enforcement Event has occurred and is subsisting, the Holders have by a Holder Resolution consented in writing to the waiver.

8.13.6. Liability

Subject to the Corporations Act, the Trustee enters into the Trust Deed solely in its capacity as trustee of the Trust. No person may claim against, or commence proceedings against, the Trustee in respect of any liability of the Trustee under or in connection with the Trust Deed or any other Transaction Document in any capacity other than as trustee of the Trust, and any such liability may only be enforced against the Trustee to the extent the Trustee is actually indemnified in respect of it out of the Trust Fund and there is sufficient property of the Trust available to meet that indemnity. The Trustee will cease to have any such liability if it ceases to be trustee of the Trust. These limitations do not apply to the extent the Trustee's indemnification out of the Trust Fund is reduced, or not available, as a result of the Trustee's fraud, gross negligence or wilful default or breach of section 283DA(a), (b) or (c) of the Corporations Act. The full limitation on the Trustee's liability is set out in clause 7.1 of the Trust Deed.

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8.13.7. Fees and expenses

The Company will pay the Trustee fees as agreed between the Company and the Trustee. If the Trustee is required to undertake duties of an exceptional nature (including taking enforcement action) or otherwise outside the scope of its normal duties, the Company must pay the Trustee such additional remuneration as is reasonably commensurate with those duties, provided the Trustee has advised the Company of those duties in writing. The Company will also pay, on demand, the Trustee's reasonable costs properly incurred in connection with negotiating, preparing and executing the Transaction Documents, the Prospectus and any subsequent consent, approval, waiver or amendment, the Trustee's costs, losses and expenses incurred in the course of it acting as Trustee of the Trust (except where incurred as a direct result of the Trustee's fraud, gross negligence or wilful default or breach of section 283DA(a), (b) or (c) of the Corporations Act), as well as costs, losses and expenses incurred in connection with exercising, enforcing or preserving (or attempting to do so) rights under the Transaction Documents. Expenses incurred by the Trustee as a result of an Enforcement Event may be recovered at an hourly rate. All amounts payable to the Trustee are payable in priority to any claim by any Holder.

8.13.8. Retirement and Removal

Subject to compliance with the relevant statutory requirements, the Trustee may retire at any time by giving notice to the Company at least 60 days before the date it wants to retire or any other period that is agreed. The Company may remove the Trustee by giving notice to the Trustee of at least 60 days (or such other period as the Company and the Trustee may agree) in circumstances, including:

- the Trustee is in breach of its obligations under any Transaction Document in any material respect and has not rectified the breach within 7 Business Days of receiving notice from the Company specifying the breach and requesting the breach be remedied;
- the Trustee has acted fraudulently, with gross negligence or in wilful default and that default is continuing, or has breached section 283DA(a), (b) or (c) of the Corporations Act;
- the Trustee ceases or has ceased or has expressed an intention to cease to carry on business;
- the Trustee ceases to be a person who can be appointed, or can continue to act, as trustee under section 283AC of the Corporations Act, any licence, consent or authorisation the Trustee requires to carry out its obligations under the Trust Deed is revoked or not renewed, or the Company becomes aware that any of the things referred to in section 283BD of the Corporations Act have occurred;
- the Trustee is placed in liquidation or is wound-up or dissolved or a receiver, receiver and trustee, official trustee, liquidator, administrator or similar person is appointed to the Trustee; or
- the Company is authorised or requested to do so by a meeting of Holders.

The retirement of the Trustee does not take effect until a new trustee (being an eligible trustee) has been appointed and has executed a deed agreeing to perform the obligations of the Trustee under the Transaction Documents, and the removal of the Trustee only takes effect upon the appointment of a new trustee under the Trust Deed or section 283AE of the Corporations Act. The Company has the power to appoint a new trustee. If a new trustee has not been appointed within 60 days (or such other period as the Company and the Trustee agree) of the Trustee giving notice of retirement or the Company giving notice of removal, the retiring Trustee may appoint an eligible trustee (or apply to court for an appointment) or call a meeting of Holders to appoint a new trustee by Holder Resolution.

8.13.9. Meetings

The Trustee or the Company may at any time call a meeting of Holders. The Company must call a meeting of Holders (or the relevant Holders) on request in writing of Holders who together hold 10% or more of the aggregate Face Value of all Hybrid Securities to consider the financial statements that were laid before the last annual general meeting of the Company or to give the Trustee directions in relation to the exercise of its powers under the Trust Deed. The Trustee must call a meeting of Holders as soon as reasonably practicable after becoming aware of an Enforcement Event occurring.

At a meeting of Holders, by a Holder Resolution, Holders have the power to give directions to the Trustee in respect of the performance or exercise of its duties under the Transaction Documents or in respect of a Hybrid Security. By Special Resolution, Holders have the power to release the Trustee from liability, approve any act taken by the Trustee or approve any amendment to the Trust Deed which is required to be approved by a Special Resolution.

At least 10 Business Days' notice (or 15 Business Days' notice where a Special Resolution is to be proposed) of a meeting of Holders must be given. The quorum for a meeting is two Holders or proxies holding or representing Hybrid Securities representing at least 10% of the aggregate Face Value of the Hybrid Securities outstanding. A resolution put to a meeting of Holders is decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands). A poll can be demanded by the chairperson, the Trustee or the Company or by one or more Holders present or by attorney or proxy holding (in aggregate) Hybrid Securities representing at least 10% of the aggregate Face Value of

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Hybrid Securities outstanding when the meeting begins. On a show of hands, every Holder who is present has one vote and on a poll every Holder of Hybrid Securities who is present has one vote for every Hybrid Security with respect to which it is the Holder. Resolutions may also be passed by written resolution signed by Holders holding the relevant proportion of the aggregate Face Value of the Hybrid Securities.

8.13.10. No monitoring obligations

The Trustee has no obligation to monitor compliance by the Company with its covenants and obligations under the Trust Deed or any other activities or status of the Company, or to notify any Holder of any breach by the Company of the Trust Deed or the Hybrid Securities Terms, except as required by law. In this regard, the Trustee is subject to certain statutory duties imposed on it under Chapter 2L of the Corporations Act, including to:

- exercise reasonable diligence to ascertain whether:
    - the property of the Company that is, or should be, available will be sufficient to repay the amounts lent by Holders in respect of Hybrid Securities if and when it becomes due in accordance with the Hybrid Securities Terms; and
    - the Company has breached the Hybrid Securities Terms, the Trust Deed or the provisions of Chapter 2L of the Corporations Act; and
- unless the Trustee is satisfied the breach will not materially prejudice Holders' interests, do everything in its power to ensure the Company remedies any breach known to the Trustee of the Hybrid Securities Terms, the Trust Deed or the provisions of Chapter 2L of the Corporations Act.

8.13.11. Receipt of moneys

All moneys that are received by the Trustee in respect of amounts payable under the Trust Deed must be held by the Trustee on trust and will be applied first in payment of all Costs (as that term is defined in the Trust Deed) incurred by or other amounts owing to the Trustee in connection with any Transaction Document (including all remuneration payable to the Trustee and any payments under the Trustee's indemnity), secondly, in or towards, payment equally and rateably of all amounts due but remaining unpaid under the Hybrid Securities, and thirdly in payment of the balance (if any) of the money remaining after those payments to the Company.

8.13.12. Amendments

The Company may, with the approval of the Trustee (not to be unreasonably withheld or delayed) but without the consent of Holders, amend the Hybrid Securities Terms in accordance with the Hybrid Securities Terms and the Trust Deed. The Company may also, with the written approval of the Trustee (not to be unreasonably withheld or delayed), alter the Trust Deed by supplemental deed without the consent of Holders in certain circumstances, including where the Company is of the opinion that the alteration is of a formal, technical or minor nature, is made to cure any ambiguity or correct a manifest error, is necessary or expedient to enable the Hybrid Securities to be quoted or offered, or to comply with law or the ASX Listing Rules, or (in the Company's reasonable opinion) is not materially prejudicial to the interests of Holders as a whole. Certain of these amendments are subject to the notice and Trustee objection process described in Section 5.1.14. The Trust Deed may otherwise be altered if the amendment is authorised by a Special Resolution.

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APPENDICES

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Appendix A: Hybrid Securities Terms

1 Form of Hybrid Securities

1.1 Constitution under Trust Deed

NHC Perpetual Step-up Hybrid Securities (the **Hybrid Securities**) are perpetual, subordinated, unsecured notes of the Issuer constituted by, and owing under, the Trust Deed.

1.2 Form

The Hybrid Securities are issued in registered form and are evidenced by entry in the Register.

1.3 Face Value

Each Hybrid Security has a Face Value of A$100 and is issued fully paid.

1.4 Currency

The Hybrid Securities are denominated in Australian dollars.

1.5 Clearing system

The Hybrid Securities will be entered into and dealt with in CHESS. For so long as the Hybrid Securities remain in CHESS, the rights of a person holding an interest in the Hybrid Securities are subject to the rules and regulations of CHESS.

1.6 No certificates

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

1.7 ASX quotation

The Issuer must use all reasonable endeavours and furnish all such documents, information and undertakings as may be reasonably necessary in order to procure that the Hybrid Securities are, and until Redeemed remain, quoted on ASX.

1.8 No other rights

No Holder has:

(a) any claim against the Issuer (except as expressly set out in these Terms or the Trust Deed) or any other member of the Group; or

(b) any right to:

  (i) vote at any meeting of shareholders of the Issuer;

  (ii) subscribe for new securities or to participate in any bonus issues of securities of the Issuer; or

  (iii) otherwise participate in the profits or property of the Issuer.

2 Status, ranking and subordination

2.1 Status

The Hybrid Securities constitute direct, unconditional, unsecured and subordinated obligations of the Issuer.

The rights and claims of the Holders in respect of the Hybrid Securities are subordinated as described in **clause 2.3**.

2.2 Ranking

The Hybrid Securities shall, at all times, rank for payment of Distributions and for payment of the Redemption Amount, any Redemption Distribution and any other amount payable under these Terms in a winding-up or liquidation of the Issuer:

(a) senior to the obligations of the Issuer under all classes of its share capital (including preference shares (if any)) and any obligations of the Issuer ranking or expressed to rank equally with any class of share capital (including preference shares (if any)) in the Issuer;

(b) equally among themselves and with all Equal Ranking Obligations; and

(c) behind the claims of Senior Creditors.

2.3 Subordination

(a) The rights and claims of Holders as creditors of the Issuer are subordinated to the rights and claims of Senior Creditors.

(b) If an Insolvency Event occurs in relation to the Issuer (otherwise than for the purposes of a Solvent Reorganisation of the Issuer), the Issuer is liable to Redeem each Hybrid Security by payment of the Redemption Amount, subject to this **clause 2.3**.

(c) Payment of the Redemption Amount is subordinated and the amount payable by the Issuer to a Holder under or in relation to such Holder's Hybrid Securities (in lieu of any other payment by the Issuer to such Holder under or in relation to the Hybrid Securities, including pursuant to these Terms or the Trust Deed), shall be limited to the extent necessary to ensure that in any process which follows such Insolvency Event:

  (i) the debts owing to Senior Creditors are paid in full before any amount is paid in relation to the Hybrid Securities; and

  (ii) the rights and claims of holders of Equal Ranking Obligations of the Issuer rank pari passu and are able to be paid on a pro rata basis with the rights and claims of the Holders in respect of the Hybrid Securities.

Nothing in this **clause 2.3** shall be taken to create a charge or security interest on or over any right of the Holder or require the consent of any Senior Creditor to any amendments of these Terms.

2.4 Holder acknowledgements in relation to subordination

Each Holder acknowledges and agrees that:

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(a) **clause 2.3** is a debt subordination for the purposes of section 563C of the Corporations Act;

(b) the claims of Senior Creditors to which it is subordinated include each Senior Creditor's entitlement to interest under section 563B of the Corporations Act and it does not have, and waives to the maximum extent permitted by law, any entitlement to interest under section 563B of the Corporations Act until the claims of all Senior Creditors have been paid in full and all Senior Creditors have been paid the full amount of any interest to which they are entitled under section 563B of the Corporations Act;

(c) the debt subordination effected by **clause 2.3** is not affected by any act or omission of the Issuer or any Senior Creditor which might otherwise affect it at law or in equity or by winding-up of the Issuer;

(d) it must pay or deliver to the liquidator any amount or asset received on account of its claim in the winding-up of the Issuer in respect of Hybrid Securities in excess of its entitlement under **clause 2.3**; and

(e) it may not exercise any voting rights as a creditor in any administration or winding-up which follows an Insolvency Event until after all Senior Creditors have been paid in full or otherwise in a manner inconsistent with the subordination contemplated in **clause 2.3**.

2.5 No set-off

To the extent and in the manner permitted by applicable law, neither the Holders nor the Trustee (on the Holders' behalf) may exercise, claim or plead any right of set-off, counterclaim, compensation or retention in respect of any amount owed to them by the Issuer in respect of, and arising from, the Hybrid Securities and each Holder will, by virtue of its holding of any Hybrid Securities, be deemed to have waived any such rights of set-off, counterclaim, compensation or retention.

2.6 Unsecured Notes

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

3 Distributions

3.1 Distributions and Distribution Rate

Subject to these Terms, each Hybrid Security entitles the Holder on a Record Date to receive, in respect of a Distribution Period, on the Distribution Payment Date following the end of that Distribution Period, a distribution payment (**Distribution**) on its Face Value calculated by the Issuer according to the following formula:

$$\text{Distribution} = \textbf{Distribution Rate} \times \textbf{Face Value} \times \frac{N}{365}$$

where **Distribution Rate** (expressed as a percentage per annum) is the rate calculated according to the following formula:

(BBSW Rate + Margin) × (1 – Tax Rate)

Distributions may be subject to adjustment pursuant to **clause 3.6**.

In this clause:

BBSW Rate has the meaning given in **clause 3.4(b)(i)**.

Margin (expressed as a percentage per annum) means the margin determined under the Bookbuild, subject to increases under **clause 3.2**.

N means, in respect of:

(a) the first Distribution Payment Date, the number of days from (and including) the Issue Date until (but not including) the first Distribution Payment Date; and

(b) each subsequent Distribution Payment Date, the number of days from (and including) the preceding Distribution Payment Date until (but not including) the relevant Distribution Payment Date.

Tax Rate (expressed as a decimal) means the Australian corporate tax rate applicable to the franking account of the Issuer at the relevant Distribution Payment Date.

3.2 Margin Step-up

(a) If the Hybrid Securities remain outstanding following the Step-up Date, the then prevailing Margin will be increased by 5.00% per annum from (and including) the Step-up Date.

(b) If:

(i) a Change of Control Event occurs; and

(ii) the Hybrid Securities are not Redeemed by the Issuer following the occurrence of the Change of Control Event,

the then prevailing Margin will be increased by 5.00% per annum (**Change of Control Step-up**) with effect from (and including) the fifteenth Business Day following the date on which that Change of Control Event occurred (the **Change of Control Step-up Date**).

(c) The occurrence of a Change of Control Event and of a Change of Control Step-up will be notified by the Issuer to the Trustee, the Registrar and the ASX no later than the Change of Control Step-up Date.

(d) The Margin will not increase by reason of any subsequent Change of Control Event.

(e) The Distribution for a Distribution Period in which a Change of Control Step-up Date falls will be increased to reflect the Change of Control Step-up applicable to the days remaining in that Distribution Period on and from that date.

(f) The increases in **clause 3.2(a)** and **clause 3.2(b)** shall be applied cumulatively.

3.3 Distribution Rate calculations

The Distribution Rate payable in respect of a Hybrid Security must be determined by the Issuer in accordance with these Terms.

3.4 Determination of Distribution Rate

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(a) If the Issuer determines that a Rate Disruption Event has occurred, then the Issuer:

(i) shall use as the BBSW Rate such Alternative Rate as it may determine;

(ii) shall make such adjustments to these Terms as it determines are reasonably necessary to calculate Distributions in accordance with such Alternative Rate; and

(iii) in making the determinations under this **paragraph (a)**, shall act in good faith and in a commercially reasonable manner after consultation with such sources of market practice as it considers appropriate.

(b) For the purposes of the foregoing:

(i) BBSW Rate means, for a Distribution Period:

(A) the rate designated "BBSW" in respect of prime bank eligible securities having a tenor closest to the Distribution Period which rate ASX (or its successor as administrator of that rate) publishes through information vendors at approximately 10.30am (Sydney time) (or such other time at which such rate is accustomed to be so published) on the first day of that Distribution Period (Determination Date); or

(B) if the Issuer determines that the BBSW Rate (expressed as a percentage per annum) is not published by midday on the Determination Date (or such other time that the Issuer considers appropriate on that day), or the BBSW Rate is published but is affected by an obvious error, such other rate (expressed as a percentage per annum) that the Issuer determines as appropriate having regard to comparable indices then available;

(ii) Rate Disruption Event means that the Issuer determines, after consultation with such sources of market practice as it considers appropriate, that the BBSW Rate has been discontinued or otherwise ceased to be calculated or administered or is no longer generally accepted in the Australian market as a reference rate appropriate to floating rate debt securities of a tenor and interest/distribution period comparable to the Hybrid Securities; and

(iii) Alternative Rate means a rate other than the BBSW Rate that is generally accepted in the Australian market as the successor to the BBSW Rate, or if the Issuer is not able, after making reasonable efforts, to ascertain such rate, or there is no such rate:

(A) a reference rate that is, in the Issuer's opinion, appropriate to floating rate debt securities of a tenor and interest period or distribution period most comparable to the relevant Distribution Period; or

(B) such other rate as the Issuer considers appropriate having regard to available comparable indices.

3.5 Fallback Distribution Rate

If the Issuer is unable to determine the applicable Distribution Rate in accordance with these Terms, the Distribution Rate for the Distribution Period will be the Distribution Rate applicable during the immediately preceding Distribution Period.

3.6 Adjustment to Distributions if not fully franked

(a) If the Franking Rate for a Distribution is not 100%, the Distribution will be calculated according to the following formula:

$$\text{Distribution} = \frac{D}{1 - [\text{Tax Rate} \times (1-F)]}$$

where:

D means the Distribution calculated under **clause 3.1**;

F means the applicable Franking Rate; and

Tax Rate has the meaning given in **clause 3.1**.

(b) Deferred Distributions, including additional distributions under **clause 4.1(e)**, are calculated assuming the Franking Rate (F) in the formula above in **clause 3.6(a)** is 0%.

(c) For the avoidance of doubt, no adjustment shall be made to a Redemption Distribution that is not fully franked.

3.7 Distribution payments

(a) Payments of Distributions are subject to the absolute discretion of the Issuer under **clause 4** (subject to the requirements specified in **clauses 4.2** and **4.3**).

(b) Payments of Distributions to Holders must be made in the form of cash.

3.8 Distribution Payment Dates

(a) Subject to this **clause 3**, Distributions will be payable in arrear in respect of each Hybrid Security on 15 March, 15 June, 15 September and 15 December in each year commencing on 15 March 2027 and ending on (and including) the date on which the Hybrid Security is Redeemed in accordance with these Terms (each such date, a **Distribution Payment Date**).

(b) If a Distribution Payment Date is a day which is not a Business Day, then the Distribution Payment Date becomes the next day which is a Business Day.

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3.9 Record Dates

A Distribution is only payable on a Distribution Payment Date to those persons registered as Holders on the Record Date for that Distribution.

3.10 Notification of Distribution, Distribution Rate and other items

(a) For each Distribution Period, the Issuer must notify the Trustee, the Registrar and the ASX of the Distribution Rate, the applicable Franking Rate and the expected Distribution payable as soon as practicable, but in any event no later than the fourth Business Day of the Distribution Period.

(b) If the Franking Rate is less than 100%, the Issuer will, as soon as practicable and in any event prior to the relevant Distribution Payment Date, notify the Trustee, the Registrar and the ASX of the Franking Rate, the updated Distribution Rate and the expected Distribution payable.

4 Deferral of Distribution payments

4.1 Discretionary Distributions

(a) The Issuer may determine in its sole discretion not to pay all or part of a Distribution which is payable on a Distribution Payment Date.

(b) If the Issuer determines not to pay all or part of a Distribution which is scheduled to be paid on a Distribution Payment Date (such Distribution (or part of such Distribution), a **Deferred Distribution**), the Issuer has no liability to pay it but **clause 4.2** will apply until **clause 4.4(a)** or 4.4**(b)** applies.

(c) The Issuer will notify the Trustee, the Registrar and the ASX of any determination by it not to pay all or part of the Distribution which would otherwise be payable on a Distribution Payment Date not less than 15 Business Days prior to that Distribution Payment Date and will include in such notice the amount of the relevant Deferred Distribution calculated in accordance with **clauses 3.1** and 3.6**(b)**.

(d) Non-payment of any Distribution under this **clause 4.1** will not constitute a default by the Issuer or a breach of its obligations under these Terms or for any other purpose.

(e) Additional distributions will accrue on each Deferred Distribution:

(i) at the Distribution Rate applicable to the Hybrid Securities under **clause 3.1**; and

(ii) from (and including) the date on which (but for such deferral) the Deferred Distribution would otherwise have been due to (but excluding) the date the Deferred Distribution Amount is paid in accordance with **clause 4.4**,

and will be added to such Deferred Distribution (and thereafter accumulate additional distributions accordingly) on each Distribution Payment Date. Each Deferred Distribution and additional distribution thereon will be payable in accordance with **clause 4.4**.

4.2 Dividend and capital stopper

If:

(a) the Step-up Date has occurred and each Hybrid Security has not been Redeemed; or

(b) some or all of a Distribution is deferred pursuant to **clause 4.1** and such Deferred Distribution has not been paid in full by the date which is 20 Business Days following the Distribution Payment Date on which it would otherwise have been due,

then, from the Step-up Date (in the case of **clause 4.2(a)**) or the date which is 20 Business Days following the Distribution Payment Date (in the case of **clause 4.2(b)**) until the date on which each Hybrid Security has been Redeemed (in the case of **clause 4.2(a)**) or all Deferred Distributions have been paid in full (in the case of **clause 4.2(b)**), the Issuer must not:

(i) declare, determine to pay or pay any discretionary dividend or distribution, discretionary principal, interest, fee or other amount on, any classes of share capital (including preference shares (if any)) of the Issuer or any Equal Ranking Obligations of the Issuer (a **Discretionary Distribution**); or

(ii) make any discretionary redemption, purchase, buy-back, repayment or prepayment, or any discretionary capital return in relation to, any classes of share capital (including preference shares (if any)) of the Issuer or any Equal Ranking Obligations of the Issuer (a **Capital Return**).

4.3 Exclusions from dividend and capital stopper

The restrictions in **clause 4.2** do not apply:

(a) to a Capital Return in connection with any employee incentive or share plans of the Issuer;

(b) to payments made with respect to any Equal Ranking Obligations of the Issuer which the Issuer does not have the discretion to defer or not pay; and

(c) to the extent that at the time a Distribution has not been paid on the relevant Distribution Payment Date, the Issuer is legally obliged to pay on or after that date a Discretionary Distribution or make on or after that date a Capital Return.

4.4 Payment of Deferred Distributions

(a) The Issuer may elect to pay the Deferred Distribution Amount at any time on the giving of at least five and not more than 15 Business Days' prior notice to the Trustee, the Registrar and the ASX.

(b) Subject to these Terms, the Deferred Distribution Amount will become due and payable, and the

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Issuer must pay such Deferred Distribution Amount, on the earliest to occur of:

(i) the next Distribution Payment Date on which all or part of a Distribution is paid on the Hybrid Securities;

(ii) the date on which the Issuer declares, determines to pay or pays a Discretionary Distribution or makes a Capital Return, other than in the circumstances set out in **clause 4.3**; or

(iii) the date on which some or all of the Hybrid Securities are Redeemed.

(c) The **Deferred Distribution Amount** is calculated as the amount that is the aggregate of each Deferred Distribution (including all additional amounts pursuant to **clause 4.1(e)**) multiplied by the Deferred Distribution Franking Adjustment Factor, where:

Deferred Distribution Franking Adjustment Factor is:

$$\frac{(1 - \text{Tax Rate})}{1 - [\text{Tax Rate x } (1 - F)]}$$

where:

Tax Rate (expressed as a decimal) means the Australian corporate tax rate applicable to the franking account of the Issuer at the date of payment of the Deferred Distribution Amount; and

F means the applicable Franking Rate at the date of payment of the Deferred Distribution Amount.

5 Restriction on incurrence of debt by Issuer and Group

The Issuer must not, and will procure that each other member of the Group does not, incur any financial indebtedness which ranks for payment ahead of the Hybrid Securities in a winding up of the Issuer (other than Permitted Debt), if incurring such financial indebtedness would cause (i) the Senior Net Leverage Ratio on the date of incurrence to exceed 2.50x and (ii) total Net Debt to exceed A$600 million.

Permitted Debt means:

(a) financial indebtedness incurred exclusively for the purpose of repaying other financial indebtedness, and which is applied in full for that purpose within 60 days of such incurrence;

(b) financial indebtedness incurred in connection with the acquisition of a business which, on the date of such acquisition on a pro-forma basis, reduces the Senior Net Leverage Ratio;

(c) financial indebtedness assumed in connection with the acquisition of a business as a result of consolidation of the financial liabilities of the target, provided that such financial indebtedness was not incurred by the target in contemplation of, or in connection with, such acquisition by the Group; and

(d) any other financial indebtedness in the ordinary course of business where the total amount outstanding does not exceed $25,000,000 (or its equivalent) in aggregate for the Group.

Senior Net Leverage Ratio on any date means A divided by B, where:

(a) **A** means the aggregate amount of consolidated Net Debt of the Group on that date; and

(b) **B** means the consolidated Underlying EBITDA of the Group in respect of the 12 months period ending on the most recent quarter end for which quarterly consolidated unaudited financial statements of the Group have been prepared.

Net Debt means, on any date an amount equal to X minus Y, where:

(a) X is the aggregate of all current and non-current interest-bearing liabilities which rank for payment ahead of the Hybrid Securities as would be presented in the consolidated financial accounts of the Group as if prepared as of that date; and

(b) Y is the aggregate amount of unrestricted cash and cash equivalents as would be presented in the consolidated financial accounts of the Group on that date,

provided that in calculating Net Debt:

(c) in connection with incurrence of financial indebtedness under this **clause 5**, it is adjusted to give pro forma effect to:

(i) the increase in interest-bearing liabilities that will result from such incurrence (but not, for the avoidance of doubt, recognising any cash proceeds); and

(ii) the interest-bearing liabilities of any acquired business which will remain outstanding following such acquisition (to the extent not already included and without double counting);

(d) where the interest-bearing liability is denominated in a currency other than Australian dollars, and:

(i) the liability is fully hedged by a hedging instrument to maturity; and

(ii) hedge accounting has been applied to the derivative,

such interest-bearing liability will be included at its effective Australian dollar hedged amount;

(e) capitalised borrowing costs and debt raising costs contained within the carrying value of the interest bearing liability will be excluded; and

(f) interest bearing liabilities supported by financial guarantees or standby or documentary letters of credit issued by a bank or financial institution which are covered by restricted cash will be excluded.

Underlying EBITDA means, for any 12 month period, the consolidated underlying net profit/(loss) for that 12 month period from continuing operations of the Group,

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as would be presented in the consolidated financial accounts of the Group, adjusted to add back income tax, finance costs, depreciation, amortisation, but excludes (to the extent not already excluded and without double counting) items that are (or would be) classified by the Group in its consolidated financial accounts as non-recurring, significant or non-regular in nature or outside of the ordinary course of business, provided that:

(a) in the case of acquisitions of any business the Underlying EBITDA shall be adjusted to give pro forma effect to the impact of the target business as if such business had been owned by the Group for the last 12 months period; and

(b) in the case of disposal of any business, the Underlying EBITDA shall be adjusted to exclude the Underlying EBITDA of the disposed business for the portion of the 12 month period during which it was owned by the Group, as if such disposal had been completed on the first day of that period.

6 Optional Redemption by the Issuer

6.1 Optional Redemption by the Issuer

The Issuer may by notice (a **Redemption Notice**) to the Trustee, the Registrar and the ASX elect to:

(a) Redeem all (but not some only) Hybrid Securities on a Redemption Date following the occurrence of a Tax Event, a Change of Control Event, an Accounting Event or a Substantial Repurchase Event; and

(b) Redeem all or some Hybrid Securities on any date following the Issue Date.

6.2 Contents of Redemption Notice

A Redemption Notice must specify:

(a) where **clause 6.1(a)** applies, the details of the Tax Event, Change of Control Event, Accounting Event or Substantial Repurchase Event to which the Redemption Notice relates;

(b) the date on which Redemption is to occur (the Redemption **Date**), which:

(i) in the case of a Tax Event or Accounting Event, is the last Business Day of the month following the month in which the Redemption Notice was given by the Issuer unless the Issuer determines an earlier Redemption Date having regard to the best interests of Holders as a whole and the relevant event;

(ii) in the case of a Change of Control Event, is a date specified by the Issuer in the Redemption Notice, which is:

(A) no later than the Change of Control Step-up Date; and

(B) no earlier than 10 Business Days after the date on which the Redemption Notice is given;

(iii) in the case of a Substantial Repurchase Event, no earlier than 30 and not more than 60 calendar days after the date on which the Redemption Notice is given; or

(iv) in the case of clause 6.1**(b)**, is a date which falls no earlier than 15 Business Days and no later than 50 Business Days after the date on which the Redemption Notice is given; and

(c) if less than all Hybrid Securities are subject to Redemption, the proportion of the Hybrid Securities that are to be Redeemed.

7 Redemption mechanics

7.1 Redemption

(a) A Hybrid Security will be Redeemed by payment on the Redemption Date of the Redemption Amount to the relevant Holder, together with the relevant Redemption Distribution (if any), any Distributions accrued up to (but excluding) the Redemption Date, any outstanding Deferred Distribution Amount and any other amounts unpaid and payable pursuant to the Terms determined as at the Redemption Date.

(b) If the Issuer Redeems some but not all of the Hybrid Securities, such Redemption must be made on a pro-rata basis in respect of all Holders' Hybrid Securities at the relevant time, subject to such adjustments as the Issuer considers necessary and appropriate or required by the Registrar, to take into account the effect of such Redemption on marketable parcels and whole numbers of any Hybrid Securities remaining on issue or any minimum holding determined by the Issuer.

7.2 Effect of Redemption on Holders

Upon payment of the Redemption Amount, together with the relevant Redemption Distribution (if any), any Distributions accrued up to (but excluding) the Redemption Date, any outstanding Deferred Distribution Amount and any amounts unpaid pursuant to the Terms determined as at the Redemption Date, all other rights conferred, or restrictions imposed, by Hybrid Securities will no longer have effect.

7.3 Effect of notice of redemption

Any notice of redemption given under this **clause 7** is irrevocable.

7.4 Late payment

If an amount is not paid under this **clause 7** when due, then Distributions continue to accrue on the unpaid amount (both before and after any demand or judgment) at the last applicable Distribution Rate until the date on which payment is made to the Holder.

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8 Holder appointment of Attorney and acknowledgements

8.1 Power of attorney

(a) Each Holder appoints each of the Issuer, its officers and any External Administrator of the Issuer (each an Attorney) severally to be the attorney of the Holder with power in the name and on behalf of the Holder to sign all documents and transfers and do any other thing as may in the Attorney's opinion be necessary or desirable to be done in order for the Holder to observe or perform the Holder's obligations under these Terms including, but not limited to, effecting any Redemption or making any entry in the Register.

(b) The power of attorney given in this **clause 8.1** is given for valuable consideration and to secure the performance by the Holder of the Holder's obligations under these Terms and is irrevocable.

8.2 Holder acknowledgements

Each Holder irrevocably acknowledges and agrees that:

(a) it has no right to request a Redemption of any Hybrid Security; and

(b) it has no right to apply for the Issuer to be wound up, or placed in administration, or to cause a receiver, or a receiver and manager, to be appointed in respect of the Issuer merely on the grounds that the Issuer does not or is or may become unable to pay a Distribution when scheduled in respect of Hybrid Securities.

9 Title and transfer of Hybrid Securities

9.1 Title

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

9.2 Effect of entries in Register

Each entry in the Register in respect of a Hybrid Security constitutes a separate and independent acknowledgement to the relevant Holder of the obligations of the Issuer under these Terms to the relevant Holder.

9.3 Register conclusive as to ownership

Entries in the Register in relation to a Hybrid Security constitute conclusive evidence that the person so entered is the absolute owner of the Hybrid Security subject to correction for fraud or error.

9.4 Non-recognition of interests

(a) Except as required by law and as provided by these Terms, the Issuer, the Trustee and the Registrar must treat the person whose name is entered in the Register as the Holder of a Hybrid Security as the absolute owner of that Hybrid Security.

(b) No notice of any trust, Encumbrance or other interest in, or claim to any Hybrid Security will be entered in the Register. None of the Issuer or the Registrar need take notice of any trust, Encumbrance or other interest in, or claim to, any Hybrid Security, except as ordered by a court of competent jurisdiction or required by law.

(c) This **clause 9.4** applies whether or not a payment has been made as scheduled in respect of a Hybrid Security and despite any notice of ownership, trust or other interest in the Hybrid Security.

9.5 Joint Holders

Where two or more persons are entered in the Register as the joint Holders of a Hybrid Security then they are taken to hold the Hybrid Security as joint tenants with rights of survivorship, but the Registrar is not bound to register more than four persons as joint Holders of any Hybrid Security.

9.6 Transfers in whole

Hybrid Securities may be transferred in whole but not in part.

9.7 Transfer

A Holder may, subject to this **clause 9.7**, transfer any Hybrid Securities:

(a) by a proper Transfer according to the ASX Settlement Operating Rules;

(b) by a proper transfer under any other computerised or electronic system recognised by the Corporations Act;

(c) under any other method of transfer which operates in relation to the trading of securities on any securities exchange outside Australia on which Hybrid Securities are quoted; or

(d) by any proper or sufficient instrument of transfer of marketable securities under applicable law. The Issuer must not charge any fee on the transfer of a Hybrid Security.

9.8 Market obligations

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

9.9 Issuer may request holding lock or refuse to register transfer

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

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

(b) refuse to register a transfer of Hybrid Securities.

9.10 Issuer must request holding lock or refuse to register transfer

(a) The Issuer must request the CS Facility Operator or the Registrar, as the case may be, to apply a holding lock to prevent a transfer of Hybrid Securities approved by and registered on the CS Facility's electronic sub-register or Hybrid Securities registered on an issuer-sponsored sub-register, as the case may be, if the Corporations Act, the ASX Listing Rules or the terms of a Restriction Agreement require the Issuer to do so.

(b) The Issuer must refuse to register any transfer of Hybrid Securities if the Corporations Act, the ASX Listing Rules or the terms of a Restriction Agreement require the Issuer to do so.

(c) During a breach of the ASX Listing Rules relating to Restricted Securities, or a breach of a Restriction Agreement, the Holder of the Restricted Securities is not entitled to any Distribution (or other distribution on), or voting rights in respect of, the Restricted Securities.

9.11 Notice of holding locks and refusal to register transfer

If, in the exercise of its rights under **clauses 9.9** and **9.10**, the Issuer requests the application of a holding lock to prevent a transfer of Hybrid Securities or refuses to register a transfer of Hybrid Securities, it must, within five Business Days after the date the holding lock is requested or the refusal to register a transfer, give written notice of the request or refusal to the Holder, to the transferee and the broker lodging the transfer, if any. Failure to give such notice does not, however, invalidate the decision of the Issuer.

9.12 Delivery of instrument

If an instrument is used to transfer Hybrid Securities according to **clause 9.7**, it must be delivered to the Registrar, together with such evidence (if any) as the Registrar reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the Hybrid Securities.

9.13 Refusal to register

(a) The Issuer may only refuse to register a transfer of any Hybrid Securities if such registration would contravene or is forbidden by Applicable Regulations or the Terms.

(b) If the Issuer refuses to register a transfer, the Issuer must give the lodging party notice of the refusal and the reasons for it within five Business Days after the date on which the transfer was delivered to the Registrar.

9.14 Transferor to remain Holder until registration

A transferor of a Hybrid Security remains the Holder in respect of that Hybrid Security until the transfer is registered and the name of the transferee is entered in the Register.

9.15 Effect of transfer

Upon registration and entry of the transferee in the Register the transferor ceases to be entitled to future benefits under the Trust Deed in respect of the transferred Hybrid Securities and the transferee becomes so entitled in accordance with **clause 9.2**.

9.16 Estates

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

9.17 Transfer of unidentified Hybrid Securities

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

10 Payments

10.1 Payments subject to law

All payments are subject to applicable law, but without prejudice to the provisions of **clause 11**.

10.2 Payments on Business Days

If a payment in respect of a Hybrid Security:

(a) is due on a day which is not a Business Day, then the due date for payment will be postponed to the first following day that is a Business Day; or

(b) is to be made to an account on a Business Day on which banks are not open for general banking business in the place in which the account is located, then the due date for payment to that Holder will be the first following day on which banks are open for general banking business in that place and the Holder is not entitled to any additional payment in respect of that delay.

10.3 Payment of Redemption Amount and Redemption Distribution

Payments of the Redemption Amount and any Redemption Distribution will be made to each person registered at the Relevant Time on the Redemption Date as the Holder of a Hybrid Security.

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10.4 Payment of Distributions, Deferred Distributions and other amounts

Payments of Distributions, Deferred Distributions and any other amounts payable under these Terms will be made to each person registered in the Register at the Relevant Time on the Record Date as the Holder of a Hybrid Security.

10.5 Payments to accounts

Monies payable by the Issuer to a Holder in respect of a Hybrid Security may be paid in any manner in which cash may be paid as the Issuer decides, including by any method of direct credit determined by the Issuer to the Holder or Holders shown on the Register or to such person or place directed by them.

10.6 Unsuccessful attempts to pay

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

(a) decides that an amount is to be paid to a Holder by a method of direct credit and the Holder has not given a direction as to where amounts are to be paid by that method;

(b) attempts to pay an amount to a Holder by direct credit, electronic transfer of funds or any other means and the transfer is unsuccessful;

(c) has made reasonable efforts to locate a Holder 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,

then, in each case, the amount is to be held by the Issuer for the Holder in a non-interest bearing deposit account with a bank selected by the Issuer until the Holder or any legal personal representative of the Holder claims the amount or the amount is paid by the Issuer according to the legislation relating to unclaimed monies.

When this **clause 10.6** applies, the amount payable in respect of the Hybrid Securities shall be taken to have been paid on the date scheduled for payment and no interest is payable in respect of any delay in payment.

10.7 Payment to joint Holders

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

10.8 Time limit for claims

A claim against the Issuer for a payment under a Hybrid Security is void unless made within 10 years (in the case of the Redemption Amount or any Redemption Distribution) or five years (in the case of Distributions, Deferred Distributions and other amounts) from the date on which payment first became due.

10.9 Determination and calculation final

Except where there is fraud or a manifest error, any determination or calculation which the Issuer makes in accordance with these Terms is final and binds the Issuer, the Registrar and each Holder.

11 Taxation

11.1 No set-off, counterclaim or deductions

All payments in respect of the Hybrid Securities must be made in full without set-off or counterclaim, and without any withholding or deduction in respect of Taxes, unless required by law.

11.2 Withholding tax

(a) Notwithstanding **clause 11.1**, if a law requires the Issuer to withhold or deduct an amount in respect of Taxes from a payment in respect of the Hybrid Securities such that the Holder would not actually receive on the due date the full amount provided for under the Hybrid Securities, then the Issuer agrees to deduct the amount for the Taxes.

(b) If any deduction is required, the Issuer must pay the full amount required to be deducted to the relevant revenue authority within the time allowed for such payment without incurring a penalty under the applicable law.

(c) If:

(i) a deduction is made;

(ii) the amount of the deduction is accounted for by the Issuer to the relevant revenue authority; and

(iii) the balance of the amount payable has been paid to the Holder,

then the Issuer's obligation to make the payment to the Holder is taken to have been satisfied in full by the Issuer.

11.3 FATCA

Notwithstanding **clause 11.1**, if the Issuer or any other person is required to withhold amounts under or in connection with or in order to ensure compliance with FATCA from any payments made with respect to a Hybrid Security, the Issuer or that other person shall be permitted to make such withholding or deduction, and the Holder and beneficial owner of the Hybrid Security will not be entitled to receive any amount to compensate them for such withholding.

12 Enforcement

12.1 Enforcement Events

An Enforcement Event occurs in relation to the Hybrid Securities if:

(a) **(non-payment)** any Face Value or any Distribution (including a Deferred Distribution Amount pursuant to **clause 4.4(b)**) or other amount due and payable in respect of any Hybrid Securities is not paid by the Issuer within 10 Business Days of the due date; or

(b) **(winding-up)** an order is made (other than an order successfully appealed or permanently stayed within

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21 calendar days) by a State or Federal Court in the Commonwealth of Australia or an effective resolution is passed by the shareholders of the Issuer for the winding up of the Issuer (other than for the purposes of a Solvent Reorganisation of the Issuer),

except that the deferral of any Distribution pursuant to **clause 4.1** will not constitute an Enforcement Event.

12.2 Enforcement by Trustee

Subject to **clause 12.3**, only the Trustee may enforce the provisions of the Trust Deed or these Terms and only in accordance with their terms and subject to the limitation and to the protections of the Trustee set out in the Trust Deed.

12.3 Holder's right to enforce

No Holder shall be entitled to proceed directly against the Issuer to enforce any right or remedy under or in respect of any Hybrid Security or the Trust Deed unless the Trustee, being entitled, and having become bound, to proceed, fails to do so within 21 days and such failure is continuing, in which case any Holder may itself institute proceedings against the Issuer for the relevant remedy to the same extent (but not further or otherwise) that the Trustee would have been entitled to do so. Any such proceeding must be brought in the name of the Holder and not the Trustee.

12.4 Consequences of an Enforcement Event

If an Enforcement Event occurs and continues unremedied in relation to the Hybrid Securities, then the Trustee may, by notice to the Issuer (with a copy to the Registrar) initiate steps, actions or proceedings for the winding-up of the Issuer and/or prove in the winding-up or claim in the liquidation of the Issuer in respect of each Hybrid Security for the Redemption Amount and the relevant Redemption Distribution, and other amounts due but unpaid under the Hybrid Securities held by the Holder(s), provided that such claim of the Trustee in the winding-up or liquidation of the Issuer in respect of each Hybrid Security shall be subordinated as described in **clause 2.3**.

12.5 Trustee not bound to enforce

The Trustee shall not in any event be bound to take any action referred to in **clause 12.4** of these Terms unless:

(a) it shall have been so requested in writing by, in aggregate, Holders holding between them at least 10% of the aggregate Face Value of the Hybrid Securities then outstanding or it shall have been so directed by a Special Resolution of the Holders;

(b) it shall have been indemnified as contemplated by clauses 1.3 and 6 of the Trust Deed; and

(c) the action is permitted under the Transaction Documents and is not prohibited by law.

12.6 No other remedies

Except as permitted by this **clause 12**, no remedy against the Issuer shall be available to the Trustee or the Holders in respect of any breach by the Issuer of any of its obligations under the Trust Deed or these Terms, other than payment of the costs, charges, liabilities, expenses or remuneration of the Trustee.

13 Voting and amendments

13.1 Voting

(a) The Trust Deed contains provisions for convening meetings of the Holders to consider any matter affecting their interests including certain variations of these Terms which require the consent of the Holders.

(b) A Holder has no right to attend or vote at any general meeting of the shareholders of the Issuer.

13.2 Amendments without consent

(a) At any time and from time to time, but subject to compliance with the Corporations Act and all other applicable laws, the Issuer may, with the approval of the Trustee (such approval not to be unreasonably withheld or delayed), but without the consent of the Holders, alter these Terms if the Issuer is of the opinion that such amendment is:

(i) of a formal, technical or minor nature;

(ii) made to cure any ambiguity or correct any manifest error;

(iii) necessary or expedient for the purpose of enabling the Hybrid Securities to be:

(A) listed for quotation, or to retain quotation, on any securities exchange; or

(B) offered for subscription or for sale under the laws for the time being in force in any place;

(iv) necessary to comply with:

(A) the provisions of any statute or the requirements of any statutory authority; or

(B) the ASX Listing Rules or the listing or quotation requirements of any securities exchange on which the Issuer may propose to seek a listing or quotation of the Hybrid Securities;

(v) in respect of any date or time period stated, required or permitted in connection with any Redemption in a manner necessary or desirable to facilitate the Redemption (including without limitation where in connection with a Redemption the proceeds of Redemption are to be reinvested in a new security to be issued by the Issuer or another member of the Group);

(vi) made to:

(A) amend the terms of any Hybrid Securities to align them with any Equal Ranking Obligations issued after the date of such Hybrid Securities; or

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(B) amend the definition of "Equal Ranking Obligations" on account of the issue (after the date of any Hybrid Securities) of capital instruments of the Group,

and, in any such case, but subject to **clause 13.2(b)**, where the Issuer is of the reasonable opinion that such proposed amendment will not, taken as a whole and in conjunction with all other amendments to be made contemporaneously with that proposed amendment, be materially prejudicial to the interests of Holders as a whole;

(vii) made to give effect to any successor rate or alternative rate for the BBSW Rate as provided in **clause 3.4**; or

(viii) in any other case, but subject to **clause 13.2(b)**, where in the Issuer's reasonable opinion such amendment is not, taken as a whole and in conjunction with all other amendments to be made contemporaneously with that proposed amendment, materially prejudicial to the interests of the Holders as a whole.

For the purposes of determining whether a proposed amendment, taken as a whole and in conjunction with all other contemporaneous amendments, is not materially prejudicial to the interests of Holders as a whole, the taxation consequences to a Holder (or any class of Holders) and other special consequences or circumstances which are personal to a Holder (or any class of Holders) do not need to be taken into account by the Issuer or its legal advisers.

(b) The Issuer must give the Trustee notice of any proposed amendment under **clause 13.2(a)(vi)** or **clause 13.2(a)(viii)** (including the reasoning for the Issuer's opinion as to why it considers the proposed amendment is not materially prejudicial to the interests of Holders as a whole) (a Proposed Amendment Notice) at least 30 days (or such other period as may be acceptable to the Trustee (acting reasonably)) prior to making the amendment.

(c) If the Trustee (acting reasonably) notifies the Issuer that it considers that an amendment proposed to be made by the Issuer under **clause 13.2(a)(vi)** or **clause 13.2(a)(viii)** as set out in the Proposed Amendment Notice (taken as a whole and in conjunction with all other amendments to be made contemporaneously with that amendment) may be materially prejudicial to the interests of the Holders as a whole (which notice shall be given as soon as practicable, and in any event within 10 Business Days of the date of receipt of the Proposed Amendment Notice), the Issuer may not make the amendment unless a Special Resolution is passed in favour of the proposed amendment under **clause 13.3(a)**.

(d) Where the Issuer proposes to amend the Terms in accordance with **clause 13.2(a)**, the Issuer will:

(i) as soon as practicable (and in any event no later than 5 Business Days) prior to making such amendment (unless a Proposed Amendment Notice has been given in respect of that amendment under **clause 13.2(b)**), notify the Trustee in writing of the proposed amendment, specifying details thereof (and, for the avoidance of doubt, such information constitutes Confidential Information (as defined in the Trust Deed) of the Issuer for the purposes of, and must be kept confidential in accordance with the Transaction Documents); and

(ii) promptly after any such amendment is made, provide the Trustee with:

(A) an Officer's Certificate (as defined in the Trust Deed) as to the compliance by the Issuer with the requirements of **clause 13.2**; and

(B) a copy of the instrument giving effect to that amendment.

A failure by the Issuer to comply with this **clause 13.2(d)** does not affect the validity of any amendment made in accordance with **clause 13.2(a)**.

13.3 Amendment with consent

Without limiting **clause 13.2**, at any time and from time to time, but subject to compliance with the Corporations Act and all other applicable laws, the Issuer may, with the approval of the Trustee (such approval not to be unreasonably withheld or delayed if the required resolution of Holders has been obtained under this **clause 13.3** (as applicable)), amend these Terms:

(a) except as otherwise provided in **paragraphs (b)**, **(c)** and **(d)** below, if such amendment is authorised by a Special Resolution;

(b) in the case of an amendment to this **clause 13.3** or any clause of the Trust Deed providing for Holders to give a direction to the Trustee by a Special Resolution, if a Special Resolution is passed in favour of such alteration;

(c) in the case of an amendment to the Meeting Provisions and to which **clause 13.2** does not apply, if a Special Resolution is passed in favour of such alteration; and

(d) otherwise in accordance with the Trust Deed.

13.4 Substitution of Approved Successor as issuer under the Hybrid Securities

(a) Subject to **clause 13.4(c)**, if:

(i) it is proposed that the Issuer be replaced as the ultimate holding company of the Group by an Approved Successor (**Replacement**); and

(ii) the Approved Successor agrees to expressly assume the Issuer's obligations under these

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Terms by entering into an amended and restated Trust Deed with the Issuer under which it agrees (among other things) to assume the obligations of the Issuer under the Hybrid Securities,

the Issuer may without the authority, assent or approval of Holders, give a notice (an **Approved Replacement Notice**) to Holders and the Trustee (which, if given, must be given as soon as practicable before the Replacement and in any event no later than 10 Business Days before the Replacement occurs) specifying the amendments to these Terms and the Trust Deed which will be made in accordance with this **clause 13.4** to effect the substitution of the Approved Successor as the debtor in respect of the Hybrid Securities.

An Approved Replacement Notice, once given, is irrevocable.

(b) If the Issuer gives an Approved Replacement Notice to Holders and the Trustee in accordance with **clause 13.4(a)**, then with effect on and from the date specified in the Approved Replacement Notice (provided that a deed amending and replacing the Trust Deed (**Replacement Trust Deed**) has been executed by the Approved Successor and the Trustee on or before such date):

(i) the Approved Successor will assume all of the obligations of, and succeed to, and be substituted for, and may exercise every right and power of, the Issuer under these Terms (as may be amended from time to time) with the same effect as if the Approved Successor had been named as the issuer in these Terms and the Trust Deed;

(ii) the Issuer (or any corporation which has previously assumed the obligations of the Issuer) will be released from its liability under these Terms and the Trust Deed;

(iii) references to the Issuer in these Terms will be taken to be references to the Approved Successor; and

(iv) such other amendments may be made to these Terms or the Trust Deed as in the Issuer's reasonable opinion are necessary and appropriate to effect the substitution of an Approved Successor as debtor in respect of the Hybrid Securities in the manner contemplated by these Terms.

(c) Nothing in this **clause 13.4** prevents the Issuer from proposing, or limits, any scheme of arrangement or other similar proposal that may be put to Holders or other members of the Issuer.

Approved Successor means a holding company that replaces, or is proposed to replace, the Issuer as the ultimate holding company of the Group and that satisfies the requirements under **paragraphs (c)** to **(g)** of the definition of 'Change of Control Event' in these Terms.

13.5 Consents

Prior to any amendment under this **clause 13**, the Issuer must obtain any consent needed to the alteration.

13.6 Interpretation

In this **clause 13**, **amend** includes modify, cancel, alter, waive or add to, and **alteration** has a corresponding meaning.

13.7 Notices

The Trust Deed contains provisions for the giving of notices.

13.8 Further issues and dealings

(a) Subject to **clause 5**, the Issuer may from time to time, without the consent of any Holder, issue any securities ranking equally with the Hybrid Securities (on the same terms or otherwise) or ranking in priority or junior to the Hybrid Securities, or incur or guarantee any indebtedness upon such terms as it may think fit in its sole discretion.

(b) Subject to **clause 4**, nothing in these Terms limits the ability of the Issuer or any other member of the Group, in its discretion from time to time, from redeeming, converting, buying back, returning or distributing capital in respect of any share capital or any other securities of any kind, whether ranking behind, equally with or in priority to the Hybrid Securities.

13.9 Purchase by agreement

The Issuer or any member of the Group may purchase Hybrid Securities at any time and at any price. Any Hybrid Security purchased by or on behalf of the Issuer shall be cancelled.

13.10 Governing law and jurisdiction

(a) These Terms and the Hybrid Securities are governed by the laws in force in New South Wales, Australia.

(b) The Issuer irrevocably agrees for the benefit of the Holders that the courts of New South Wales, Australia are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Hybrid Securities and accordingly has submitted to the non-exclusive jurisdiction of the courts of New South Wales.

13.11 Rounding

For the purposes of any calculations required under these Terms:

(a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest ten-thousandth of a percentage point (with 0.00005% being rounded up to 0.0001%);

(b) all figures must be rounded to four decimal places (with 0.00005 being rounded up to 0.0001); and

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(c) all amounts that are due and payable must be rounded to the nearest one Australian cent (with 0.5 of a cent being rounded up to 1 cent).

14 Interpretation and definitions

14.1 Interpretation

In these Terms, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a document includes all schedules or annexes to it;

(d) a reference to a clause or paragraph is to a clause or paragraph of these Terms;

(e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(f) a reference to **Australia** includes any political sub-division or territory in the Commonwealth of Australia;

(g) a reference to **Australian dollars**, **A$** or **Australian cent** is a reference to the lawful currency of Australia;

(h) calculations, elections and determinations made by or on behalf of the Issuer under these Terms are binding on Holders in the absence of manifest or proven error or fraud;

(i) a reference to time is to Sydney, Australia time;

(j) other than where a contrary intention is expressed if an event under these Terms must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day;

(k) a reference to a person includes a reference to the person's executors, administrators, successors and permitted assigns and substitutes;

(l) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(m) a reference to a statute, ordinance, code, rule, directive or law (however described) includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(n) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;

(o) any agreement, representation or warranty by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally; and

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

14.2 Definitions

In these Terms, these meanings apply unless the contrary intention appears:

Accounting Event means the Hybrid Securities on issue cease to be treated to the full extent of the accounting carrying value attributable to them as equity for the purposes of the Financial Statements.

Applicable Regulations means such provisions of the ASX Listing Rules, the ASX Settlement Operating Rules, the ASX Operating Rules, the Corporations Act and any regulations or rules under or pursuant to any such provisions as may be applicable to the transfer.

ASX means ASX Limited (ABN 98 008 624 691) or the securities market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Operating Rules means the market operating rules of ASX as amended, varied or waived (whether in respect of the Issuer or generally) from time to time.

ASX Settlement Operating Rules means the settlement operating rules of ASX as amended, varied or waived (whether in respect of the Issuer or generally) from time to time.

Attorney has the meaning given in **clause 8.1**.

BBSW Rate has the meaning given in **clause 3.4(b)(i)**.

Bookbuild means the process conducted prior to the opening of the Offer whereby certain investors and brokers lodge bids for Hybrid Securities and, on the basis of those bids, the Issuer, in agreement with the arranger to the Offer, determines the Margin and announces its determination of the Margin prior to the opening of the Offer.

Business Day means:

(a) a day which is a business day within the meaning of the ASX Listing Rules; and

(b) for the purposes of calculation or payment of Distributions or any other amount, a day on which banks are open for business in Sydney, New South Wales.

Change of Control Event means:

(a) either:

(i) a takeover bid is made to acquire all or some NHC Ordinary Shares and the offer is, or becomes, unconditional in all respects and the bidder has a relevant interest (as defined in the Corporations Act) in more than 50% of the NHC Ordinary Shares on issue; or

(ii) a court orders one or more meetings to be convened to approve a scheme of arrangement under Part 5.1 of the Corporations Act which, when implemented, will result in a person other than the Issuer having a relevant interest (as

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defined in the Corporations Act) in more than 50% of NHC Ordinary Shares that will be on issue after the scheme is implemented and such scheme has become or has been declared unconditional in all respects; and

(b) all regulatory and shareholder approvals necessary for the takeover bid or the scheme of arrangement (as applicable) to occur have been obtained.

Notwithstanding the foregoing, a proposed replacement of the Issuer as the ultimate holding company of the Group shall not constitute a Change of Control Event if:

(c) the proposed successor holding company complies with all applicable legal requirements and obtains any necessary regulatory or shareholder approvals;

(d) the ordinary shares of the proposed successor holding company are to be listed on any internationally recognised stock exchange;

(e) the proposed successor holding company has a place of business in Australia or has appointed a process agent in New South Wales, Australia to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Hybrid Securities;

(f) the proposed successor holding company has, in the reasonable opinion of the Issuer, the financial capacity to satisfy the Issuer's obligations under these Terms and the Trust Deed; and

(g) the proposed replacement of the Issuer and the events described in paragraphs (c) to (f) would not, in the reasonable opinion of the Issuer, otherwise adversely affect the interests of the Holders.

Change of Control Step-up has the meaning given in **clause 3.2(b)**.

Change of Control Step-up Date has the meaning given in **clause 3.2(b)**.

CHESS means the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited (ABN 49 008 504 532) or any system that replaces it and which is relevant to the Hybrid Securities (including in respect of the transfer of the Hybrid Securities).

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

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

CS Facility Operator means the operator of a CS Facility.

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

Distribution has the meaning given in **clause 3.1**.

Deferred Distribution has the meaning given in **clause 4.1(b)**.

Deferred Distribution Amount has the meaning given in **clause 4.4(c)**.

Deferred Distribution Franking Adjustment Factor has the meaning given in **clause 4.4(c).**

Distribution Payment Date has the meaning given in **clause 3.8(a)**.

Distribution Period means each period beginning on (and including) a Distribution Payment Date and ending on (but excluding) the next Distribution Payment Date. However:

(a) the first Distribution Period commences on (and includes) the Issue Date; and

(b) the final Distribution Period ends on (but excludes) the Redemption Date.

Distribution Rate has the meaning given in **clause 3.1**.

Equal Ranking Obligations means any security or obligation (whether in the form of a note, or other security or obligation):

(a) issued by the Issuer which ranks or is expressed to rank equally as to dividends or other income distributions with the Hybrid Securities; or

(b) issued by another member of the Group which benefits from a guarantee or other contractual support undertaking of the Issuer which guarantee or contractual support undertaking ranks or is expressed to rank equally as to dividends, interest or other income distributions with the Hybrid Securities.

Encumbrance means any mortgage, pledge, charge, lien, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement, any other security agreement or security arrangement (including any security interest under the *Personal Property Securities Act 2009* (Cth)) and any other arrangement of any kind having the same effect as any of the foregoing other than liens arising by operation of law.

Enforcement Event means the happening of any event set out in **clause 12.1**.

External Administrator means, in respect of a person:

(a) a liquidator, a provisional liquidator, an administrator or a statutory manager of that person; or

(b) a receiver, or a receiver and manager, in respect of all or substantially all of the assets and undertakings of that person,

or in either case any similar official.

Face Value means the principal amount of a Hybrid Security, being A$100.

FATCA means the Foreign Account Tax Compliance Act provisions, being Sections 1471 through 1474 of the *United States Internal Revenue Code of 1986*, as amended (or any consolidation, amendment, re-enactment or replacement of those sections and including any current or future regulations or official interpretations issued, agreements entered into or non-US laws enacted with respect to those provisions).

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Financial Statements means the consolidated financial statements of the Issuer and the Group, duly prepared in accordance with applicable accounting standards.

Franking Period means the franking period within the meaning of Part 3-6 of the Tax Act or any provisions that revise or replace that part applicable to the Issuer.

Franking Rate (expressed as a decimal) means the franking percentage (within the meaning of Part 3-6 of the Tax Act or any provisions that revise or replace that Part) applicable to the franking account of the Issuer at the relevant Distribution Payment Date or date for payment or other calculation of a Deferred Distribution Amount, as determined by the Issuer.

Group means the Issuer and its consolidated Subsidiaries.

Holder means, in respect of a Hybrid Security, the person whose name is entered on the Register as the holder of that Hybrid Security.

Holder Resolution means a resolution passed:

(a) at a meeting of Holders of the Hybrid Securities, duly called and held under the Meeting Provisions:
  (i) by at least 50% of the persons voting on a show of hands (unless paragraph (b) below applies); or
  (ii) if a poll is duly demanded, by a majority consisting of at least 50% of the votes cast; or

(b) by postal ballot or written resolution under the Meeting Provisions by Holders representing (in aggregate) at least 50% of the aggregate Face Value of the outstanding Hybrid Securities.

Hybrid Security has the meaning given in **clause 1.1**.

Insolvency Event means, in respect of the Issuer, the appointment of an administrator, a liquidator, provisional liquidator or other similar officer in respect of such entity or any corporate or other action is taken by such entity to appoint such a person.

Issue Date means the date on which the issue and allotment of Hybrid Securities to successful applicants is completed, in accordance with these Terms.

Issuer means New Hope Corporation Limited (ABN 38 010 653 844) (**NHC**).

Margin has the meaning given in **clause 3.1** and is subject to being increased in accordance with **clause 3.2**.

Meeting Provisions means the provisions for meetings of the Holders set out in Schedule 2 to the Trust Deed.

NHC Ordinary Share means a fully paid ordinary share in the capital of the Issuer.

Offer means the invitation under the Prospectus made by the Issuer for persons to subscribe for Hybrid Securities.

Prospectus means the prospectus relating to the Offer dated on or about 16 November 2026 published by the Issuer and any supplementary or replacement prospectus.

Record Date means, for payment of a Distribution:

(a) the date which is eight calendar days before the Distribution Payment Date for that Distribution (or, in the case of the first Distribution Payment Date, if the Issue Date is less than eight calendar days before the first Distribution Payment Date, the Issue Date); or

(b) such other date as is determined by the Issuer in its absolute discretion, subject to compliance with any relevant requirements under the ASX Listing Rules and provided that such new date is communicated to ASX not less than seven Business Days before the specified Record Date,

or in either case such other date as may be required by ASX.

Redemption means the redemption of a Hybrid Security in accordance with **clauses 6 and 7** and the words **Redeem**, **Redeemable** and **Redeemed** have corresponding meanings.

Redemption Amount means, for each Hybrid Security, an amount equal to the Face Value.

Redemption Date has the meaning given in **clause 6.2(b)**.

Redemption Distribution means:

(a) in the case of a Redemption under **clause 6.1(a)**, the applicable amount specified in the following table:

Redemption Event	Redemption Distribution per Hybrid Security
Accounting Event	A$1.00
Change of Control Event	A$1.00
Substantial Repurchase Event	Nil
Tax Event	Nil

(b) in the case of a Redemption under **clause 6.1(b)**, the applicable amount specified in the following table:

Redemption occurring from (and including)	to (but excluding)	Redemption Distribution per Hybrid Security
Issue Date	12 months after Issue Date	A$5.00
12 months after Issue Date	24 months after Issue Date	A$3.00
24 months after Issue Date	36 months after Issue Date	A$2.00
36 months after Issue Date	48 months after Issue Date	A$1.00
48 months after Issue Date	Any time thereafter	Nil

Redemption Event means an Accounting Event, a Change of Control Event, a Substantial Repurchase Event or a Tax Event.

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Redemption Notice has the meaning given in **clause 6.1**.

Register means the register of Holders (established and maintained under **clause 13** of the Trust Deed) and, where appropriate, the term Register includes:

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

(b) any branch register.

Registrar means Computershare Investor Services Pty Limited (ABN 48 078 279 277) or any other person appointed by the Issuer to maintain the Register and perform any payment and other duties as specified in that agreement.

Relevant Time means, in the case of:

(a) payment of a Distribution, 7:00pm (or such other time as may be prescribed by ASX or, if not prescribed by ASX, a time determined by the Issuer and notified to ASX); and

(b) payments of the Redemption Amount and any Redemption Distribution, a time determined by the Issuer and notified to ASX (or such other time as may be prescribed by ASX).

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

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

Senior Creditors means all creditors of the Issuer (present and future), including all holders of the Issuer's senior or subordinated debt whose claims:

(a) are admitted in a winding-up of the Issuer; and

(b) are not in respect of an Equal Ranking Obligation.

Solvent Reorganisation means a solvent winding-up, deregistration, dissolution, scheme of arrangement or other reorganisation of the Issuer or any other member of the Group solely for the purposes of a consolidation, amalgamation, merger or reconstruction, the terms of which have been approved by the holder(s) of the ordinary shares of the Issuer or other member of the Group in general meeting or by a court of competent jurisdiction and, in respect of the Issuer or other member of the Group under which the continuing or resulting corporation effectively assumes the obligations of the Issuer under the Hybrid Securities and Trust Deed.

Special Resolution means a resolution passed:

(a) at a meeting of the Holders duly called and held under the Meeting Provisions:

  (i) by at least 75% of the persons voting on a show of hands (unless **paragraph (b)** below applies); or

  (ii) if a poll is duly demanded, then by a majority consisting of at least 75% of the votes cast; or

(b) by postal ballot or written resolution under the Meeting Provisions by Holders representing (in aggregate) at least 75% of the aggregate Face Value of the outstanding Hybrid Securities.

Step-up Date means 15 December 2031.

Subsidiary has the meaning given in the Corporations Act.

Substantial Repurchase Event means the Issuer or any member of the Group has, individually or in aggregate, purchased (and not resold) Hybrid Securities equal to or in excess of 75% of the aggregate Face Value of the Hybrid Securities issued on the Issue Date.

Tax Act means:

(a) the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth) as the case may be and a reference to any section of the *Income Tax Assessment Act 1936* (Cth) includes a reference to that section as rewritten in the *Income Tax Assessment Act 1997* (Cth);

(b) any other law setting the rate of income tax payable; and

(c) any regulation made under any of those laws.

Tax Event means the receipt by the Directors of an opinion from a reputable legal counsel or other tax adviser in Australia experienced in such matters to the effect that, as a result of any change in, or amendment to, the laws in force in Australia affecting taxation (or any change in their application or official or judicial interpretation) which change or amendment becomes effective on or after the Issue Date and which was not expected by the Issuer on the Issue Date, there is more than an insubstantial risk which the Issuer determines at its absolute discretion to be unacceptable that:

(a) any Distribution or Deferred Distribution would not be a frankable distribution within the meaning of Division 202 of the Tax Act; or

(b) the Issuer would be exposed to a more than insignificant increase in its costs, charges and expenses (including without limitation through the imposition of any Taxes or assessments) in relation to Hybrid Securities.

Tax Rate has the meaning given in **clause 3.1** (subject to **clause 4.4(c)**).

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any 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 the Holder.

Terms means these terms and conditions.

Transaction Document has the meaning given in the Trust Deed.

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Transfer has the meaning given in the ASX Settlement Operating Rules.

Trust Deed means the deed entitled "NHC Hybrid Securities Trust Deed" between the Issuer and the Trustee and dated on or about 16 November 2026.

Trustee means Equity Trustees Limited (ABN 46 004 031 298) or any replacement trustee under the Trust Deed from time to time.

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Appendix B: Glossary

This Appendix provides a glossary of key terms and abbreviations used throughout this Prospectus and the attached, or accompanying, Application Forms. There is also a list of further defined terms in Clause 14.2 of the Hybrid Securities Terms immediately prior to this Glossary.

Term	Meaning
$** or **$A	Australian currency.
AAS	Australian Accounting Standards.
AASB	Australian Accounting Standards Board.
AASB 16	Australian Accounting Standard 16 *Leases*.
ABN	Australian Business Number.
Accounting Event	Occurs when the Hybrid Securities on issue cease to be treated to the full extent of the accounting carrying value attributable to them as equity for the purposes of the Financial Statements.
ACCUs	Australian carbon credit units.
Agency Agreement	The registry and paying agent services agreement between the Company and Computershare Investor Services Pty Limited dated on or around 16 November 2026.
AL19	West Muswellbrook Assessment Lease
Allotment Date	15 December 2026.
Alternative Rate	Has the meaning given in Clause 3.4 of the Hybrid Securities Terms.
AMCI	AMCI Investments Pty Ltd ABN 30 112 315 661.
Annual Report	The annual report of New Hope for the relevant financial year, including the annual report for the year ended 31 July 2026.
APC	Acland Pastoral Company.
Applicant	A person who submits an Application.
Application	A valid application for a specified number of Hybrid Securities made: in respect of the Broker Firm Offer, through a Syndicate Broker (including on an Application Form); or in respect of the Institutional Offer, a duly completed confirmation letter or by such other procedure advised by the Arranger.
Application Form	A paper or electronic application form (which must be accompanied by a copy of this Prospectus) which may be used by Syndicate Brokers for the purposes of accepting Applications under the Broker Firm Offer.
Application Payment	The monies payable on each Application, calculated as the number of Hybrid Securities applied for multiplied by the Issue Price.
APRA	Australian Prudential Regulation Authority.
Approved Successor	Has the meaning given in Clause 13.4 of the Hybrid Securities Terms.
Arranger	Jarden Australia Pty Ltd (ABN 33 608 611 687).
ASIC	Australian Securities and Investments Commission.
Assessable Prospecting Operations	Any exploration activity that is not exempt development within the meaning of State Environmental Planning Policy (Resources and Energy) 2021.
ASX	ASX Limited (ABN 98 008 624 691) or the securities market operated by it, as the context requires.
ASX Listing Rules or Listing Rules	The listing rules of ASX.

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Term	Meaning
ATO	Australian Taxation Office.
Australian Accounting Standards	The accounting standards as developed and issued by the Australian Accounting Standards Board.
BAC	Bengalla Agricultural Company, a farming, grazing and land management enterprise established by New Hope in 2019 on land surrounding and within its mining operations.
BBSW Rate	Has the meaning given in Clause 3.4(b)(i) of the Hybrid Securities Terms.
BEL Group	Bridgeport Energy Pty Limited and its subsidiaries.
Bengalla Growth Project	The project commenced in 2022 to increase the Bengalla Mine's ROM production capacity from 12.5 million tonnes per annum to 13.4 million tonnes per annum (100% basis), comprising an expanded mining fleet, upgrades to the CHPP (including a tailings capacity upgrade) and supporting infrastructure. The project has been completed, as described in Section 3.
Bengalla Joint Venture	The joint venture between New Hope Bengalla Pty Ltd (a Group company) (80%) and Taipower Australia Pty Ltd (20%), which owns the Bengalla Mine.
Bengalla Mine	The Bengalla thermal coal mine located in the Hunter Valley, New South Wales, Australia.
Board or Board of Directors	The board of directors of the Company.
Bookbuild	The process conducted prior to the opening of the Offer whereby certain investors and brokers lodge bids for Hybrid Securities and, on the basis of those bids, the Company, in agreement with the Arranger, determines the Margin and announces its determination of the Margin prior to the opening of the Offer.
Broker Firm Applicant	An Australian resident Retail Investor client (that falls within the Target Market) or Wholesale Investor client of a Syndicate Broker invited to participate through the Broker Firm Offer.
Broker Firm Offer	The offer of Hybrid Securities under this Prospectus to Retail Investor clients (that fall within the Target Market) and Wholesale Investor clients of Syndicate Brokers, resident in Australia who have received a firm allocation from their Syndicate Broker.
Business Day	Generally, a business day as defined in the ASX Listing Rules and, for certain purposes, a day on which banks are open for general business in Sydney, New South Wales. For the full definition – see Clause 14.2 of the Hybrid Securities Terms.
Capital Return	Has the meaning given in Clause 4.2 of the Hybrid Securities Terms.
Capped Call Transactions	The cash-settled call options purchased by the Company at the time of its prior convertible notes issuance, which were revised to apply to a portion of the Company's new senior unsecured convertible notes, as described in Section 3.
CGT	Capital gains tax.
Change of Control Event	Broadly, that: an unconditional takeover bid is made to acquire all or some NHC Ordinary Shares and the bidder has a relevant interest (as defined in the Corporations Act) in more than 50% of the NHC Ordinary Shares on issue; or a court orders one or more meetings to be convened to approve a scheme of arrangement under Part 5.1 of the Corporations Act which, when implemented, will result in a person other than the Company having a relevant interest (as defined in the Corporations Act) in more than 50% of NHC Ordinary Shares that will be on issue after the scheme is implemented and such scheme has become or has been declared unconditional in all respects.

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Term	Meaning
	If there is a change of control of the Company whereby it is replaced as the ultimate holding company of the Group, in general, this will not constitute a Change of Control Event. For the full definition – see Clause 14.2 of the Hybrid Securities Terms.
Change of Control Step-up	An increase in the Margin of 5.00% per annum which will occur if a Change of Control Event occurs and the Hybrid Securities are not Redeemed by the Company following the Change of Control Event.
Change of Control Step-up Date	The 15th Business Day following the date on which a Change of Control Event occurred.
CHESS	Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited (ABN 49 008 504 532) or any system that replaces it and which is relevant to the Hybrid Securities (including in respect of the transfer of the Hybrid Securities).
Class Ruling	A class ruling to confirm certain Australian income tax consequences for Australian resident Holders of the Hybrid Securities.
Closing Date	The last date by which Applications must be lodged for the Offer, expected to be 5:00pm (Sydney time) on 9 December 2026 for the Broker Firm Offer (unless varied).
Coal Reserves	Has the meaning given in the JORC Code.
Coal Resources	Has the meaning given in the JORC Code.
Coal Resources and Reserves	Has the meaning given in the JORC Code.
Co-managers	Bell Potter Securities Limited (ABN 25 006 390 772) and Taylor Collison Limited (ABN 53 008 172 450).
Combined Group	Has the meaning given in Section 3.15.
Commissioner	Commissioner of Taxation
Company or Issuer or NHC or New Hope	New Hope Corporation Limited ABN 38 010 653 844.
Competent Person	Has the meaning given in the JORC Code.
Compulsory Payment Event	Has the meaning given in Section 2.1.13.
Constitution	The constitution of the Company, as amended from time to time.
Convertible Notes	The Company's outstanding senior, direct, unconditional and unsecured convertible notes due 2029 and the Company's $300.0 million senior, direct, unconditional and unsecured convertible notes due 2032.
Corporations Act	*Corporations Act 2001 (Cth)*.
CRS	OECD Common Reporting Standard for Automatic Exchange of Financial Account Information
DDO Legislation or DDO Regime	Part 7.8A of the Corporations Act.
Deferred Distribution	Has the meaning given in Clause 4.1 of the Hybrid Securities Terms and will, where relevant, include any amount of additional Distribution accrued on the Hybrid Securities in accordance with the Hybrid Securities Terms.
Deferred Distribution Amount	Has the meaning given in Clause 4.4 of the Hybrid Securities Terms.
Deferred Distribution Franking Adjustment Factor	Has the meaning given in Clause 4.4 of the Hybrid Securities Terms.
Directors	Some, or all, of the directors of the Company acting as a board or the individuals who are the directors of the Company (as the context requires).
Discretionary Distribution	Has the meaning given in Clause 4.2 of the Hybrid Securities Terms.

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Term	Meaning
Distribution	Has the meaning given in Clause 3.1 of the Hybrid Securities Terms.
Distribution Payment Date	In respect of a Hybrid Security, each 15 March, 15 June, 15 September and 15 December, commencing on 15 March 2027, and ending on (and including) the date on which the Hybrid Security is Redeemed in accordance with the Hybrid Securities Terms. For the full definition – see Clause 3.8 of the Hybrid Securities Terms.
Distribution Period	A period from (and including) the Issue Date until (but not including) the first Distribution Payment Date or from (and including) a subsequent Distribution Payment Date until (but not including) the next Distribution Payment Date, ending on the Redemption Date. For the full definition – see Clause 14.2 of the Hybrid Securities Terms.
Distribution Rate	The distribution rate on Hybrid Securities calculated using the formulae described in Section 2.1. For the full definition – see Clause 3.1 of the Hybrid Securities Terms.
Dividend and Capital Stopper	Has the meaning given in Section 2.1.11. See Clause 4.2 of the Hybrid Securities Terms for more detail.
Enforcement Event	The happening of any event set out in Clause 12.1 of the Hybrid Securities Terms. See Clause 12 of the Hybrid Securities Terms for more detail.
Equal Ranking Obligations	Any security or obligation (whether in the form of a note, or other security or obligation): (a) issued by the Company which ranks or is expressed to rank equally as to dividends or other income distributions with the Hybrid Securities; or (b) issued by another member of the Group which benefits from a guarantee or other contractual support undertaking of the Company which guarantee or contractual support undertaking ranks or is expressed to rank equally as to dividends, interest or other income distributions with the Hybrid Securities.
Expiry Date	The date which is 13 months after 16 November 2026.
Exposure Period	The seven day period after the date this Prospectus was lodged with ASIC, during which the Corporations Act prohibits the processing of Applications.
Face Value	The principal amount of a Hybrid Security, being $100.
FATCA	The *Foreign Account Tax Compliance Act* provisions, being section 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended (or any consolidation, amendment, re-enactment or replacement of those sections and including any regulations or official interpretations issued, agreements or intergovernmental agreements entered into or non-US laws enacted with respect to those provisions).
Financial Information	The Historical Financial Information and Pro Forma Historical Financial Information of the Group.
Financial Statements	The consolidated financial statements of the Company and the Group, duly prepared in accordance with applicable accounting standards.
Franking Rate	Has the meaning given in Clause 14.2 of the Hybrid Securities Terms.
FY 2024	Financial year ended 31 July 2024.
FY 2025	Financial year ended 31 July 2025.
FY 2026	Financial year ended 31 July 2026.
FY 2027	Financial year ending 31 July 2027.
GHG	Greenhouse gas.

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Term	Meaning
Global Reporting Initiative (GRI)	An independent, international non-profit organisation that provides the world's most widely used standards for sustainability reporting.
Group	The Company and its consolidated Subsidiaries.
GST	Has the meaning given by section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Historical Financial Information	Has the meaning given in Section 4.1.
Holder	A person whose name is registered in the Register as the holder of a Hybrid Security.
Holder Resolution	Has the meaning given in Clause 14.2 of the Hybrid Securities Terms.
Holding Statement	A statement issued to Holders by the Registrar, which sets out details of Hybrid Securities issued to them under the Offer.
HPEFR	High Potential Event Frequency Rate.
Hybrid Securities	Perpetual, subordinated and unsecured notes of the Company constituted by, and owing under, the Trust Deed.
Hybrid Securities Terms	Terms and conditions of the Hybrid Securities as set out in Appendix A of the Prospectus, as amended from time to time.
Insolvency Event	In respect of the Company, the appointment of an administrator, a liquidator, provisional liquidator or other similar officer in respect of such entity or any corporate or other action is taken by such entity to appoint such a person.
Institutional Investor	Wholesale Investors that have been invited to participate in the Institutional Offer by the Arranger.
Institutional Offer	The invitation by the Arranger to Institutional Investors to bid for Hybrid Securities in the Bookbuild.
Investor	A person considering the Offer.
Issue Date	The date on which Hybrid Securities are issued, which is expected to be 15 December 2026.
Issue Price	The issue price for each Hybrid Security under this Prospectus, being $100 per Hybrid Security.
Joint Lead Managers	Jarden Australia Pty Ltd (ABN 33 608 611 687), Canaccord Genuity (Australia) Limited (ABN 19 075 071 466), FIIG Securities Limited (ABN 68 085 661 632), Morgans Financial Limited (ABN 49 010 669 726), MST Financial Services Pty. Ltd. (ABN 54 617 475 180), Ord Minnett Limited (ABN 86 002 733 048) and Shaw and Partners Limited (ABN 24 003 221 583).
JORC	Joint Ore Reserves Committee
JORC Code	The Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves. The current edition of the JORC Code was published by JORC in 2012 and came into mandatory operation from 1 December 2013.
Malabar	Malabar Resources Limited ABN 29 151 691 468.
Malabar Acquisition	The proposed acquisition by New Hope of all of the ordinary shares in Malabar not already held by New Hope by way of the Scheme which is expected to complete in February or March 2027 subject to the satisfaction of conditions precedent, as described in Section 3.15.
Margin	Expressed as a percentage per annum, means the margin determined under the Bookbuild, subject to being increased pursuant to clause 3.2 of the Hybrid Securities Terms. For the full definition—see Clause 14.2 of the Hybrid Securities Terms.
Maxwell Underground Mine	The coal mine of that name owned and operated by Malabar, located in the Hunter Valley, New South Wales, Australia.

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Term	Meaning
Native Title Act	*Native Title Act 1993* (Cth).
Net Debt	Has the meaning given in Clause 5 of the Hybrid Securities Terms.
New Acland Coal	New Acland Coal Pty Ltd. ABN 90 081 022 380
New Acland Mine	The New Acland thermal coal mine located in Acland, Queensland, Australia.
New Acland Stage 3 Expansion	Stage 3 Expansion of the New Acland Mine.
NHC Ordinary Share	A fully paid ordinary share in the capital of the Company.
Non-Executive Directors	Directors who are not executives.
North Surat Project	A project located approximately 400km inland from the Port of Gladstone, Queensland and consists of four deposits (being Elimatta, Collingwood, Taroom and Woori).
OCAA	Oakey Coal Action Alliance.
Offer	The offer by the Company of Hybrid Securities under this Prospectus to raise $250 million with the ability to raise more or less and incorporates the Institutional Offer and the Broker Firm Offer.
Offer Management Agreement	The offer management agreement entered into between the Company, the Arranger and the Joint Lead Managers, as described in Section 8.12.
Offer Period	The period from the Opening Date to the Closing Date.
Opening Date	The day the Offer opens, being 24 November 2026, unless varied.
Permitted Debt	Has the meaning given in Clause 5 of the Hybrid Securities Terms.
PRC	People's Republic of China.
Privacy Act	*Privacy Act 1988* (Cth).
Pro Forma Historical Financial Information	The pro forma consolidated statement of financial position of New Hope Group as at 31 July 2026.
Prospectus	This document (including the electronic form of this document), and any supplementary or replacement prospectus in relation to this document, including the Hybrid Securities Terms.
Proposed Amendment Notice	Has the meaning given in Clause 13.2(b) of the Hybrid Securities Terms.
PwC	PricewaterhouseCoopers ABN 52 780 433 757
QBH	Queensland Bulk Handling, a multi-user port facility located at the Port of Brisbane in Queensland.
Rate Disruption Event	Has the meaning given in Clause 3.4 of the Hybrid Securities Terms.
Record Date	Has the meaning given in Clause 14.2 of the Hybrid Securities Terms.
Recoverable Reserves	Has the meaning of the proved and probable coal reserves estimated to be recoverable from the relevant mine.
Redeem	In relation to a Hybrid Security, redeeming the Hybrid Security in accordance with Clauses 6 and 7 of the Hybrid Securities Terms. Redeemed, Redeemable and Redemption have corresponding meanings.
Redemption Amount	For each Hybrid Security, an amount equivalent to the Face Value.
Redemption Date	The date on which a Hybrid Security is Redeemed in accordance with the Hybrid Securities Terms.
Redemption Distribution	Has the meaning given in Clause 14.2 of the Hybrid Securities Terms.
Register	Has the meaning given in Clause 14.2 of the Hybrid Securities Terms.
Registrar	Computershare Investor Services Pty Limited (ABN 48 078 279 277) or any other person appointed by the Company to maintain the Register and perform any payment and other duties as specified in the Agency Agreement.

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Term	Meaning
Related Party	Means a person described in ASX Listing Rule 10.11.1-10.11.5 (inclusive), including: each Director; Soul Patts; any other person described in ASX Listing Rule 10.11.2 or 10.11.3; and any associates of one or more of those persons.
Retail Investor	A person who is a "retail client" under the Corporations Act.
Risk Factors	The risks associated with an investment in the Hybrid Securities as set out in Section 5.
ROM	'Run-of-mine' coal.
Safeguard Mechanism	Australian Government policy legislated under the National Greenhouse and Energy Reporting Act 2007 (Cth) designed to reduce greenhouse gas emissions from Australia's largest industrial facilities by setting legislated emissions limits, known as baselines, which decline over time.
SARS	Severe Acute Respiratory Syndrome.
Scheme	The court-approved scheme of arrangement under Part 5.1 of the Corporations Act under which New Hope proposes to acquire all of the ordinary shares in Malabar not already held by New Hope, as described in Section 3.15.
Scheme Booklet	The explanatory booklet to be prepared by Malabar and sent to Malabar shareholders in connection with the Scheme, which is expected to include the independent expert's report and the notice of the scheme meeting.
Scheme Consideration	0.500 NHC Ordinary Shares for each Malabar share (subject to adjustments for New Hope dividends as set out in the SID).
Senior Creditors	All creditors of the Company (present and future), including all investors in the Company's senior or subordinated debt whose claims: (a) are admitted in a winding-up of the Company; and (b) are not in respect of an Equal Ranking Obligation.
Senior Net Leverage Ratio	Has the meaning given in Clause 5 of the Hybrid Securities Terms.
SID	The scheme implementation deed between New Hope and Malabar in relation to the Scheme.
Solvent Reorganisation	A solvent winding-up, deregistration, dissolution, scheme of arrangement or other reorganisation of the Company or any other member of the Group solely for the purposes of a consolidation, amalgamation, merger or reconstruction, the terms of which have been approved by the holder(s) of the ordinary shares of the Company or other member of the Group in general meeting or by a court of competent jurisdiction and, in respect of the Company or other member of the Group under which the continuing or resulting corporation effectively assumes the obligations of the Company under the Hybrid Securities and Trust Deed.
Soul Patts	Washington H. Soul Pattinson and Company Limited.
Special Resolution	A resolution passed at a meeting of Holders by at least 75% of the persons voting on a show of hands or, if a poll is duly demanded, by at least 75% of the votes cast, or by postal ballot or written resolution by Holders representing at least 75% of the aggregate Face Value of the outstanding Hybrid Securities. Refer to Clause 14.2 of the Hybrid Securities Terms.
Step-up Date	15 December 2031.
Subsidiary	Has the meaning given in the Corporations Act.
Substantial Repurchase Event	The Company or any other member of the Group has, individually or in aggregate, purchased (and not resold) Hybrid Securities equal to or in excess of 75% of the aggregate Face Value amount of the Hybrid Securities issued on the Issue Date.

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Term	Meaning
Sustainability Report	The sustainability report of New Hope, which forms part of its Annual Report.
Syndicate Broker	The Joint Lead Managers and brokers appointed by a Joint Lead Manager, with the prior written approval of the Company, who have received a firm allocation of Hybrid Securities under the Bookbuild, for the purposes of accepting Applications under the Broker Firm Offer.
Target Market	The class of Retail Investors who may apply for the Hybrid Securities, as indicated in the Target Market Determination.
Target Market Determination	The target market determination issued by the Company available at www.newhopegroup.com.au/investors/hybridsecurities/ and summarised in Section 6.4.4.
Tax Act	The Income Tax Assessment Act 1936 (Cth) or the Income Tax Assessment Act 1997 (Cth), as the context requires.
Tax Event	Broadly, occurs when the Directors receive advice that, as a result of a change in Australian tax law on or after the Issue Date (and which the Company did not expect on the Issue Date), there is a more than insubstantial risk which the Company determines in its absolute discretion to be unacceptable: (a) that a Distribution or Deferred Distribution would not be frankable or (b) that the Company would be exposed to a more than insignificant increase in its costs and expenses in relation to Hybrid Securities being on issue. For the full definition – see Clause 14.2 of the Hybrid Securities Terms.
Tax Rate	Expressed as a decimal, the Australian corporate tax rate applicable to the franking account of the Company as at the relevant Distribution Payment Date. As at the date of this Prospectus, the Tax Rate is 30% (but that rate may change).
TFN	Tax File Number.
Transaction Document	The Trust Deed and any other document agreed by the parties named therein to be a "Transaction Document" for the purpose of the Trust Deed.
TRIFR	Total Recordable Injury Frequency Rate.
Trust	The trust constituted by the Trust Deed.
Trust Deed	The deed entitled NHC Hybrid Securities Trust Deed dated on or about the date of this Prospectus between the Company and the Trustee.
Trustee	Equity Trustees Limited (ABN 46 004 031 298) or any replacement trustee under the Trust Deed from time to time.
Underlying EBITDA	Has the meaning given in Clause 5 of the Hybrid Securities Terms.
U.S. dollars	The currency of the United States of America.
US Person	Has the meaning given by the US Securities Act.
US Securities Act	US Securities Act of 1933, as amended.
Wholesale Investor	An Investor to whom offers or invitations in respect of Hybrid Securities can be made without the need for a lodged prospectus (or other formality, other than a formality which the Company is willing to comply with), including, in Australia, persons to whom offers or invitations can be made without the need for a lodged prospectus under section 708 of the Corporations Act and who has been invited by the Arranger to bid for Hybrid Securities in the Bookbuild, provided that such investor is not in the United States or acting for the account or benefit of a person in the United States.

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Appendix C: Independent Limited Assurance Report

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GPO Box 7878 Brisbane QLD 4001

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Fax: +61 7 3011 3100
ey.com/au

16 November 2026

The Board of Directors
New Hope Corporation Limited
Level 18, 175 Eagle Street
Brisbane QLD 4000

Dear Directors

1. Introduction

We have been engaged by New Hope Corporation Limited ("New Hope" or the "Company") to report on the historical financial information and pro forma historical financial information of the Company for inclusion in the New Hope Hybrid Securities Prospectus ("the Prospectus") dated on or about 16 November 2026 and issued by New Hope in respect of the offer of subordinated perpetual step-up hybrid securities ("Hybrid Securities") to raise $250 million (the "Offer").

Expressions and terms defined in the Prospectus have the same meaning in this report.

2. Scope

The financial information, which will be subject of our Independent Limited Assurance Report, comprises:

New Hope Historical Financial Information

- The historical consolidated statements of profit or loss for the years ended 31 July 2026, 31 July 2025 and 31 July 2024 as set out in table 4.2 of Section 4 of the Prospectus;
- The historical consolidated statement of financial position as at 31 July 2026 as set out in table 4.3 of Section 4 of the Prospectus;
- The historical consolidated statements of cash flows for the years ended 31 July 2026, 31 July 2025 and 31 July 2024 as set out in table 4.4 of Section 4 of the Prospectus

(Hereafter the "New Hope Historical Financial Information");

New Hope Historical Financial Information for the years ended 31 July 2026 and 31 July 2025 has been derived from the consolidated financial statements of New Hope, which was audited by Ernst & Young in accordance with Australian Auditing Standards. Ernst & Young issued an unqualified audit opinion on these financial statements. New Hope's consolidated financial statements for the year ended 31 July 2024, were audited by their predecessor auditor in accordance with Australian Auditing Standards and they issued an unqualified audit opinion on those consolidated financial statements.

The New Hope Historical Financial Information has been prepared in accordance with the stated basis of preparation, being the recognition and measurement principles contained in Australian Accounting Standards ("AAS"), which are consistent with International Financial Reporting Standards.

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Pro Forma Historical Financial Information

- A pro forma consolidated statement of financial position as at 31 July 2026, as set out in table 4.5 of Section 4 of the Prospectus

which assumes completion of the proposed transactions and includes the pro forma adjustments disclosed in the Prospectus.

(Hereafter the "Pro Forma Historical Financial Information")

(The New Hope Historical Financial Information and Pro Forma Historical Financial Information are collectively referred to as the "Financial Information").

The Pro Forma Historical Financial Information has been derived from the New Hope Historical Financial Information and adjusted for the effects of pro forma adjustments described in note 4.5.2 *Key assumptions and notes* of Section 4 of the Prospectus.

The Pro Forma Historical Financial Information has been prepared in accordance with the stated basis of preparation, being the recognition and measurement principles contained in AAS, which are consistent with International Financial Reporting Standards, other than that it includes adjustments which have been prepared in a manner consistent with AAS, that reflect the impact of certain transactions as if they occurred as at 31 July 2026.

Due to its nature, the Pro Forma Historical Financial Information does not represent the Company's actual or prospective financial position.

The Financial Information is presented in the Prospectus in an abbreviated form, insofar as it does not include all of the presentation and disclosures required by Australian Accounting Standards and other mandatory professional reporting requirements applicable to general purpose financial reports prepared in accordance with the *Corporations Act 2001*.

3. Directors' Responsibility

The directors of New Hope are responsible for the preparation and presentation of the New Hope Historical Financial Information and Pro Forma Historical Financial Information, including the basis of preparation, selection and determination of pro forma adjustments made to the Historical Financial Information and included in the Pro Forma Historical Financial Information. This includes responsibility for such internal controls as the Directors determine are necessary to enable the preparation of Historical Financial Information and Pro Forma Historical Financial Information that are free from material misstatement, whether due to fraud or error.

4. Our Responsibility

Our responsibility is to express a limited assurance conclusion on the New Hope Historical Financial Information and the Pro Forma Historical Financial Information based on the procedures performed and the evidence we have obtained.

We have conducted our engagement in accordance with the Standard on Assurance Engagements ASAE 3450 *Assurance Engagements involving Corporate Fundraisings and/or Prospective Financial Information*.

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Our limited assurance procedures consisted of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other limited assurance procedures. A limited assurance engagement is substantially less in scope than an audit conducted in accordance with Australian Auditing Standards and consequently does not enable us to obtain reasonable assurance that we would become aware of all significant matters that might be identified in a reasonable assurance engagement. Accordingly, we do not express an audit opinion.

Our engagement did not involve updating or re-issuing any previously issued audit or limited assurance reports on any financial information used as a source of the Financial Information.

5. Conclusions

New Hope Historical Financial Information

Based on our limited assurance engagement, which is not an audit, nothing has come to our attention that causes us to believe that the Historical Financial Information of New Hope comprising:

- The historical consolidated statements of profit or loss for the years ended 31 July 2026, 31 July 2025 and 31 July 2024 as set out in table 4.2 of Section 4 of the Prospectus;
- The historical consolidated statement of financial position as at 31 July 2026 as set out in table 4.3 of Section 4 of the Prospectus;
- The historical consolidated statements of cash flows for the years ended 31 July 2026, 31 July 2025 and 31 July 2024 as set out in table 4.4 of Section 4 of the Prospectus

is not presented fairly, in all material respects, in accordance with the stated basis of preparation, as described in Section 4.1 of the Prospectus.

Pro Forma Historical Financial Information

Based on our limited assurance engagement, which is not an audit, nothing has come to our attention that causes us to believe that the Pro Forma Historical Financial Information comprising:

- A pro forma combined consolidated statement of financial position as at 31 July 2026, as set out in table 4.5 of Section 4 of the Prospectus

is not presented fairly, in all material respects, in accordance with the stated basis of preparation, as described in Section 4.5.1 of the Prospectus.

6. Restriction on Use

Without modifying our conclusions, we draw attention to Section 4 of the Prospectus, which describes the purpose of the Financial Information. As a result, the Financial Information may not be suitable for use for another purpose.

7. Consent

Ernst & Young has consented to the inclusion of this limited assurance report in the Prospectus in the form and context in which it is included.

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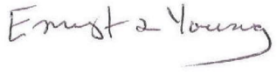
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8. Independence or Disclosure of Interest

Ernst & Young (ABN 75 288 172 749) is not operating under an Australian financial services license when giving financial product advice provided as a result of this report in the Prospectus. Ernst & Young does not have any interests in the outcome of the Offer other than in the preparation of this report for which normal professional fees will be received.

Yours faithfully



Ernst & Young

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Corporate Directory

Company

New Hope Corporation Limited

ABN 38 010 653 844

Level 18, 175 Eagle Street
Brisbane QLD 4000

Australian legal adviser

Corrs Chambers Westgarth

Level 37, Quay Quarter Tower
50 Bridge Street
Sydney NSW 2000

Australian tax adviser

PricewaterhouseCoopers

ABN 52 780 433 757

One International Towers Sydney
Watermans Quay Barangaroo
Sydney NSW 2000

Auditor and Investigating Accountant

Ernst & Young

ABN 75 288 172 749

200 George Street
Sydney NSW 2000

Trustee

Equity Trustees Limited

ABN 46 004 031 298

Level 4, 7 Macquarie Place
Sydney NSW 2000

Registrar

Computershare Investor Services Pty Limited

ABN 48 078 279 277

Level 1, 200 Mary Street
Brisbane QLD 4000

Arranger and Joint Lead Manager

Jarden Australia Pty Ltd

ABN 33 608 611 687

Level 54, Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000

Joint Lead Managers

Canaccord Genuity (Australia) Limited

ABN 19 075 071 466

Level 62, 25 Martin Place
Sydney NSW 2000

FIIG Securities Limited

ABN 68 085 661 632

Level 11, 55 Market Street
Sydney NSW 2000

Morgans Financial Limited

ABN 49 010 669 726

Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000

MST Financial Services Pty. Ltd.

ABN 54 617 475 180

Level 13, 14 Martin Place
Sydney NSW 2000

Ord Minnett Limited

ABN 86 002 733 048

Level 18, 225 George Street
Sydney NSW 2000

Shaw and Partners Limited

ABN 24 003 221 583

Level 7, Chifley Tower
2 Chifley Square
Sydney NSW 2000

Co-managers

Bell Potter Securities Limited

ABN 25 006 390 772

Level 29, 101 Collins Street
Melbourne VIC 3000

Taylor Collison Limited

ABN 53 008 172 450

Level 16, 211 Victoria Square
Adelaide SA 5000

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