

ISSUER QUARTERLY REPORT

**Issuer:** Clime Capital Limited

**Debenture/Notes:** Convertible Notes (Unsecured) – ASX Code: CAMG

**Trustee:** Equity Trustees Limited

**Trust Deed:** Convertible Notes Trust Deed

**Period of Report:** Quarter ending 15 March 2018

**Date of Report:** 5 April 2018

Item No	Item	Confirmed? Y/N/N.A	Comments
<b>Corporations Act 2001 – Chapter 2L</b>			
1.	S283BF(4)(a) - The Issuer and any guarantor has complied at all times with the terms of the Debentures, the Trust Deed and Chapter 2L of the Corporations Act 2001 during the Period.	<input type="checkbox"/> Yes (Complied) <input checked="" type="checkbox"/> No (Please provide details)	<p>S283BC requires the Company to notify ASIC the appointment of trustee within 14 days. There was a slight delay in lodging the notice with ASIC. This oversight was rectified as soon as it came to our attention.</p> <p>The trustee has confirmed that no further action will be taken as the breach was rectified immediately.</p>
2.	S283BF(4)(b) - No circumstances arose during the Period that has caused, or could cause, one or more	<input checked="" type="checkbox"/> No circumstances arose	

**Clime Capital Limited**

Level 7, 1 Market Street Sydney, NSW 2000, Australia | PO Box Q1286 Queen Victoria Building NSW 1230  
 ABN 99 106 282 777 P 02 9252 8522 F 02 8917 2155 W www.clime.com.au T @climeinvest

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	<p>of the following:</p> <p>(i) any amount deposited or lent under the Debentures to become immediately payable;</p> <p>(ii) the Debentures to become immediately enforceable;</p> <p>(iii) any other right or remedy under the terms of the Debenture or provisions of the Trust Deed to become immediately enforceable.</p>	<input type="checkbox"/> Circumstances arose (Please provide details)	
3.	<p>S283BF(4)(c) - No circumstances arose during the Period that materially prejudice:</p> <p>(i) the Issuer, any of its subsidiaries, or any of the guarantors; or</p> <p>(ii) any security or charge included in or created by the Debentures or the Trust Deed.</p>	<input checked="" type="checkbox"/> No circumstances arose  <input type="checkbox"/> Circumstances arose (Please provide details)	
4.	<p>S283BF(4)(d) - There has been no substantial change in the nature of the business of the Issuer, any of its subsidiaries, or any of the guarantors that has occurred during the Period.</p>	<input checked="" type="checkbox"/> No substantial change  <input type="checkbox"/> Changes occurred (Please provide details)	
5.	<p>S283BF(4)(e) - None of the following events happened during the Period:</p> <p>(i) the appointment of a guarantor;</p> <p>(ii) the cessation of liability of a guarantor body for the payment of the whole or part of the money for which it was liable under the guarantee; or</p> <p>(iii) a change of name of a guarantor (if this happens, the Issuer's quarterly report must also disclose the guarantor's new name).</p>	<input checked="" type="checkbox"/> No event  <input type="checkbox"/> Event(s) occurred (Please provide details)	

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6.	<p>S283BF(4)(f) - The net amount outstanding on any advances at the end of the Period if the Issuer has created a charge where:</p> <p>(i) the total amount to be advanced on the security of the charge is indeterminate; and</p> <p>(ii) the advances are merged in a current account with bankers, trade creditors or anyone else.</p>	N.A	
7.	<p>S283BF(4)(g) - The Issuer is not aware of any other matters that may materially prejudice any security or the interests of the Debenture holders.</p>	<input checked="" type="checkbox"/> Issuer is not aware  <input type="checkbox"/> Other matters (Please provide details)	
8.	<p>S283BF(5) - If the Issuer has deposited any money with, or lent money to, a related body corporate during the quarter, the report must also include details of:</p> <p>(i) the totals of money deposited with, or lent to, a related body corporate during the quarter; and</p> <p>(ii) the total amount of money owing to the borrower at the end of the quarter in relation to those loans</p>	<input type="checkbox"/> Yes  <input checked="" type="checkbox"/> N/A	
9.	<p>S283BF(6) - If the Issuer has assumed a liability of a related body corporate during the quarter, the report must include details of the liability assumed during the quarter and the extent of the liability as at the end of the quarter.</p>	<input type="checkbox"/> Yes  <input checked="" type="checkbox"/> N/A	

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10.	<p>S283BF(7) - For the purposes of 283BF (5) &amp; (6) above, the report:</p> <p>(i) must distinguish between deposits, loans and assumptions of liability that are secured and those that are unsecured; and</p> <p>(ii) may exclude any deposit, loan or assumption of liability on behalf of the related body corporate if it has:</p> <p>(I) guaranteed the repayment of the debenture of the borrower; and</p> <p>(II) secured the guarantee by a charge over all of its property in favour of the trustee.</p>	<input type="checkbox"/> Yes  <input checked="" type="checkbox"/> N/A	
<b>Corporations Act 2001 – Financial Reports and Audit</b>			
11.	<p>The Issuer has complied in all respects with its obligations under Chapter 2M (dealing with financial reports and audit) of the Corporations Act 2001.</p>	<input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No (Please provide details)	
<b>Corporations Act 2001 – Disclosure</b>			
12.	<p>The Issuer has complied at all times with the requirements of Chapter 6CA (dealing with continuous disclosure) of the Corporations Act 2001 and no circumstances arose during the Period that required the Issuer to issue a supplementary prospectus, replacement prospectus or issue a continuous disclosure notice.</p> <p>If so, advise what steps have been taken.</p>	<input checked="" type="checkbox"/> Yes (Complied and no circumstances arose)  <input type="checkbox"/> No (Please provide details of non compliance)	Proceeds from the issue of Convertible Notes are used for the purposes stated in the Prospectus.

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<b>Trust Deed – Negative covenants</b>			
13.	For so long as any of the Notes remain outstanding, the Issuer must not, without the approval of any Ordinary Resolution, incur any indebtedness that would cause the Issuer's total indebtedness to exceed 40% of the Issuer's total assets.	Yes <input checked="" type="checkbox"/> (Complied and no circumstances arose)  No <input type="checkbox"/> (Please provide details of non compliance)	
<b>Anti Money Laundering</b>			
14.	The Issuer has complied in all respects with its obligations under the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)</i> .	Yes <input checked="" type="checkbox"/> (Complied)  No <input type="checkbox"/> (Please provide details)	

On the basis of the above, the undersigned certify that they are of the view that the financial position and performance of the Issuer is such that the property of the Issuer (and of each guarantor, if relevant) will be sufficient to repay the amount of each Debenture when it becomes due and payable.

Signed:



John Abernethy – Chairman



Anthony Golowenko - Director

