



**N E X T** D C where the cloud lives®

The Manager  
Company Announcements Office  
ASX Limited

8 August 2017  
Matter 82650073

Dear Sir / Madam

## **Takeover bid by NEXTDC Limited for Asia Pacific Data Centre Group Replacement Bidder's Statement**

Further to the announcement made earlier today by NEXTDC Limited (**NEXTDC**) enclosing its First Supplementary Bidder's Statement, by way of service pursuant to section 633A(2)(c) of the *Corporations Act 2001* (Cth) (**Act**) (as inserted by ASIC Class Order [CO 13/528]), enclosed is a clean version of NEXTDC's Replacement Bidder's Statement.

NEXTDC confirms that it has obtained the written consent of Asia Pacific Data Centre Group (**APDC**), for the purposes of item 6(b) of section 633(1) of the Act (as included by ASIC Class Order [CO 13/528]), to send the Replacement Bidder's Statement to APDC securityholders on or after 14 August 2017.

NEXTDC intends to commence sending the Replacement Bidder's Statement to APDC securityholders on 14 August 2017.

Yours sincerely

**Michael Helmer**  
Company Secretary



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## Bidder's Statement

# ACCEPT

the Offer by

**NEXTDC Limited**

ACN 143 582 521

to purchase all of your Securities in

**Asia Pacific Data Centre Group**

ACN 159 621 735

for \$1.87 cash per Security

**This is an important document and requires your immediate attention.**

**If you are in any doubt about how to deal with this document, you should contact your broker, financial adviser or legal adviser immediately.**

Financial Adviser



Legal Adviser



## Key dates

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Original Bidder's Statement lodged with ASIC	31 July 2017
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Replacement Bidder's Statement (this document) lodged with ASIC	8 August 2017
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Date of Offer	<b>[insert date]</b>
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Offer closes (unless extended or withdrawn)	7.00 pm (Sydney time) on <b>[insert date]</b>
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## Key Contacts

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Share registrar for the Offer	NEXTDC Offer Information Line*
Link Market Services Limited Level 15, 324 Queen St Brisbane QLD 4000	1300 795 998 (within Australia) +61 1300 795 998 (outside Australia)
	* Calls to these numbers may be recorded

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## **Important information**

This Bidder's Statement is a replacement Bidder's Statement issued by NEXTDC Limited ACN 143 582 521 (**NEXTDC**) under Part 6.5 of the Corporations Act (as modified by ASIC Class Order [CO 13/528]).

The date of this Bidder's Statement is 8 August 2017. This Bidder's Statement replaces the original Bidder's Statement lodged with ASIC on 31 July 2017 (**Original Bidder's Statement**). References in this Bidder's Statement to 'the date of this Bidder's Statement' (or similar) should be read as references to 8 August 2017.

Neither ASIC nor its officers take any responsibility for the content of this Bidder's Statement.

## **Investment advice**

In preparing this Bidder's Statement, NEXTDC has not taken into account the individual objectives, financial situation or needs of individual APDC securityholders. Accordingly, before making a decision whether or not to accept the Offer, you may wish to consult with your financial or other professional adviser.

## **Disclaimer as to forward looking statements**

Some of the statements appearing in this Bidder's Statement may be in the nature of forward looking statements. You should be aware that such statements are only predictions and are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to the industry in which APDC, NEXTDC and the members of the NEXTDC Group operate as well as general economic conditions, prevailing exchange rates and interest rates and conditions in the financial markets. Actual events or results may differ materially from the events or results expressed or implied in any forward looking statement. None of NEXTDC, the officers of NEXTDC, any persons named in this Bidder's Statement with their consent or any person involved in the preparation of this Bidder's Statement, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward looking statement, or any events or results expressed or implied in any forward looking statement, except to the extent required by law. You are cautioned not to place undue reliance on any forward looking statement. The forwarding looking statements in this Bidder's Statement reflect views held only as at the date of this Bidder's Statement.

## **Disclaimer as to APDC information**

The information on APDC, APDC's Securities and the APDC Group contained in this Bidder's Statement has been prepared by NEXTDC using publicly available information.

Information in this Bidder's Statement concerning APDC's business has not been independently verified by NEXTDC. Accordingly NEXTDC does not, subject to the Corporations Act, make any representation or warranty, express or implied, as to the accuracy or completeness of such information.

Further information relating to APDC's business may be included in APDC's target's statement which APDC must provide to its securityholders in response to this Bidder's Statement.

## **Responsibility statement**

The information in this Bidder's Statement has been prepared by NEXTDC and is the sole responsibility of NEXTDC, except for the Tax Considerations section prepared by Greenwoods & Herbert Smith Freehills which is the sole responsibility of Greenwoods & Herbert Smith Freehills.

No member of NEXTDC or any director, officer, employee or adviser of NEXTDC assumes any responsibility for the accuracy or completeness of the Tax Considerations section.

## **Privacy**

NEXTDC has collected your information from the APDC register of securityholders for the purpose of making this Offer and, if accepted, administering a record of your acceptance of NEXTDC's Offer for your holding of APDC Securities. The Corporations Act requires the name and address of securityholders to be held in a public register. Your information may be disclosed on a confidential basis to NEXTDC's related bodies corporate and external service providers, and may be required to be disclosed to regulators such as ASIC. The registered address of NEXTDC is Level 6, 100 Creek Street, Brisbane, QLD 4000.

## **Defined terms**

A number of defined terms are used in this Bidder's Statement. Unless the contrary intention appears, the context requires otherwise or words are defined in clause 10 of this Bidder's Statement, words and phrases in this Bidder's Statement have the same meaning and interpretation as in the Corporations Act.



## Chairman's letter

Dear securityholders

### Takeover offer for Asia Pacific Data Centre Group

On behalf of the Board of NEXTDC Limited (**NEXTDC**), I am pleased to present to you this attractive unconditional, all-cash offer to acquire all of your stapled securities in Asia Pacific Data Centre Group (**APDC**).

NEXTDC is offering \$1.87 cash for each stapled security in APDC (**Security**) you own (**Offer**).

The Offer price of \$1.87 cash per APDC Security represents compelling value. Specifically, it represents a:

- record price compared to any closing price of APDC Securities since listing on the ASX, 9 January 2013;<sup>1</sup>
- 19.5%<sup>2</sup> premium to the \$1.565 closing price of the APDC Securities on 1 May 2017, the day before 360 Capital announced its acquisition of a 19.8% stake in APDC;
- 16.5% premium to APDC's pro forma net tangible assets per APDC Security as at 30 June 2017<sup>3</sup>; and
- 1.6% premium to the \$1.84 closing price of APDC Securities on 28 July 2017, the last trading day before the date of the Original Bidder's Statement.

Importantly, the Offer is unconditional, giving certainty to APDC securityholders.

APDC securityholders who were registered holders of Securities on the record date of 30 June 2017 will remain entitled to receive the \$0.0243 per Security distribution announced on 26 June 2017 (payable 24 August 2017).

If you accept the Offer for your Securities, you will be paid within seven Business Days after the date NEXTDC receives your acceptance.

NEXTDC has also instructed its broker to purchase on its behalf all Securities offered for sale to it on the ASX during the period from the date of the Original Bidder's Statement until the end of the Offer Period at up to the Offer price of \$1.87 per Security. If you sell your Securities on-market to NEXTDC you will be paid two ASX trading days (T+2) after the date on which the relevant trade takes place.

Details of the Offer, including its terms, are set out in this Bidder's Statement. I strongly encourage APDC securityholders to read all of this Bidder's Statement carefully, and then to accept the Offer as soon as possible.

To accept the Offer, you should follow the instructions on the enclosed Acceptance Form. Alternatively, you may instruct your broker to sell your Securities on-market on the ASX to NEXTDC.

If you require any assistance, please contact the NEXTDC Offer Information Line on 1300 795 998 from within Australia or +61 1300 795 998 from outside Australia.

We look forward to receiving your timely acceptance.

Yours sincerely

**Doug Flynn**  
Independent Chairman

<sup>1</sup> The closing price of APDC Securities achieved a record high (as at the day before the date of the Original Bidder's Statement) of \$1.85. This record was achieved on consecutive days from 24 July 2017 to 27 July 2017.

<sup>2</sup> Before taking into account the \$0.0243 per Security distribution announced on 26 June 2017.

<sup>3</sup> As announced by APDC to the ASX on 26 June 2017.

## Why you should accept the Offer

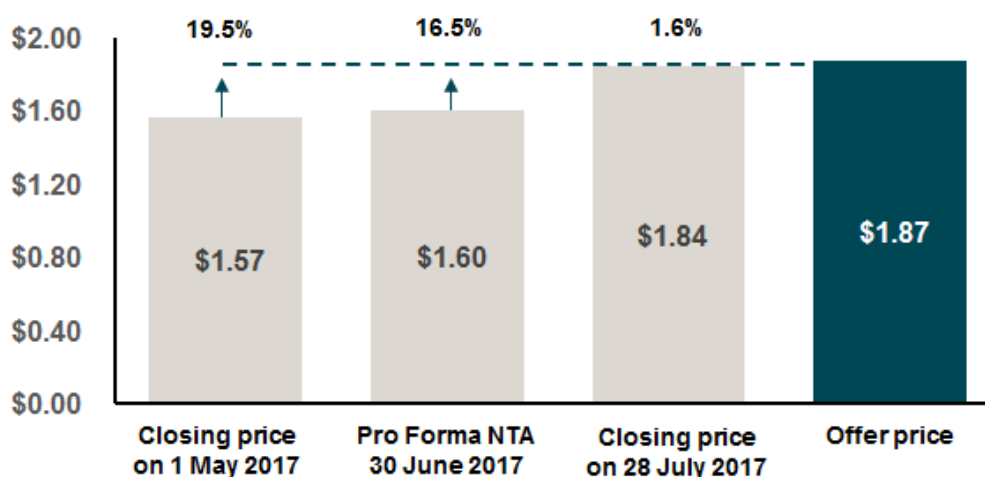
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### 1. The Offer represents a compelling price for your Securities

The Offer price of \$1.87 cash per Security represents compelling value. Specifically, it represents a:

- **record price** compared to any closing price of the APDC Securities since listing on the ASX, 9 January 2013;<sup>4</sup>
- **19.5% premium**<sup>5</sup> to the \$1.565 closing price of the APDC Securities on 1 May 2017, the day before 360 Capital announced its acquisition of a 19.8% stake in APDC;
- **16.5% premium** to APDC's pro forma net tangible assets per APDC Security as at 30 June 2017<sup>6</sup>; and
- **1.6% premium** to the \$1.84 closing price of APDC Securities on 28 July 2017, the last trading day before the date of the Original Bidder's Statement.

The chart below illustrates the implied premiums reflected in the Offer.



### 2. Cash certainty

The Offer consideration of \$1.87 per Security is payable in cash and the Offer is unconditional, with consideration payable within seven Business Days after the date NEXTDC receives your acceptance.

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<sup>4</sup> The closing price of APDC Securities achieved a record high (as at the day before the date of the Original Bidder's Statement) of \$1.85. This record was achieved on consecutive days from 24 July 2017 to 27 July 2017.

<sup>5</sup> Before taking into account the \$0.0243 per Security June distribution announced by APDC to the ASX on 26 June 2017.

<sup>6</sup> As announced by APDC to the ASX on 26 June 2017.

This provides APDC securityholders certainty about the value of consideration being offered. The certainty provided by receiving cash under the Offer should be compared with the risks and uncertainties associated with holding securities in a listed entity.

The Offer enables all APDC securityholders to sell their holding in an orderly manner at the Offer price.

### **3. Potential reduction in liquidity**

NEXTDC currently has a Relevant Interest in 19.99% of the Securities on issue.

Should NEXTDC be successful in increasing its ownership stake in APDC, this may lead to reduced liquidity in the market for Securities, which may make it more difficult for you to sell Your Securities outside the Offer at or above the Offer price.

### **4. Trading price may fall if APDC securityholders do not accept**

Given the Offer price of \$1.87 cash represents a record price compared to the closing price of the APDC Securities price since listing on ASX, 9 January 2013, should the Offer lapse APDC's Securities may trade at levels below the Offer price going forward (although this is difficult to predict with any degree of certainty).

### **5. No brokerage will be payable on the sale of Your Securities through the Offer**

If Your Securities are registered in an Issuer Sponsored Holding (your SRN starts with an 'I') in your name and you deliver them directly to NEXTDC, you will not incur any brokerage fees in connection with your acceptance of the Offer.

If your Securities are registered in a CHESS Holding (your 'HIN' starts with an 'X'), or you are a beneficial owner whose Securities are registered in the name of a broker, bank, custodian or other nominee, you should ask your 'Controlling Participant' (usually your broker) or nominee whether it will charge any transactional fees or service charges in connection with your acceptance of the Offer.

You may incur brokerage costs if you choose to sell your Securities on ASX.



# 1 Summary of the Offer

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<b>What NEXTDC is offering to buy?</b>	<p>NEXTDC is offering to buy all APDC's Securities, including Securities that are issued during the Offer Period, on the terms set out in this Bidder's Statement.</p> <p><b>You may only accept this Offer in respect of all of the APDC Securities held by you.</b></p>
<b>What you will receive if you accept the Offer?</b>	<p>If you accept the Offer you will be paid \$1.87 cash for each of Your Securities.</p>
<b>Can the Offer price be increased?</b>	<p>Yes, the Offer price can be increased.</p> <p>In accordance with the Corporations Act, if NEXTDC increases the Offer price, all APDC securityholders who accept the Offer, whether or not they have accepted the Offer before that increase in the Offer price, will be entitled to the benefit of that increased Offer price.</p> <p>APDC securityholders who sell on-market on the ASX to NEXTDC will not be entitled to receive the benefit of any increase in the Offer price.</p>
<b>When you will be paid</b>	<p>Generally, NEXTDC will pay the consideration due to you under the Offer on or before seven Business Days after this Offer is accepted.</p> <p>The usual rules for settlement of transactions which occur on-market on ASX will apply in respect of Securities purchased by NEXTDC on-market. This means that if you sell your Securities to NEXTDC's broker, you should be paid two ASX trading days (T+2) after the date on which the relevant trade takes place.</p>
<b>Will the consideration under the Offer be reduced in respect of APDC's June 2017 distribution or any subsequent distributions thereafter?</b>	<p>The amount of the Offer consideration will not be reduced by the amount of APDC's June 2017 quarterly distribution.</p> <p>In relation to APDC's expected September 2017 quarterly distribution (and any distribution subsequent to the June 2017 quarterly distribution), if you still own Your Securities on the record date of the respective distribution, you will be entitled to that distribution. However, if you subsequently accept the Offer, any distributions you are paid or entitled to receive will be deducted from the Offer consideration you will be entitled to.</p>
<b>Close of the Offer</b>	<p>The Offer closes at 7.00pm (Sydney time) on <b>[insert date]</b>, unless it is extended or withdrawn under the Corporations Act.</p>
<b>Are there any conditions to the Offer?</b>	<p>No. The Offer is an unconditional all-cash offer for Your Securities.</p>

**Why should you accept the Offer?**

- It is unconditional and capable of immediate acceptance.
- It represents compelling value for Your Securities.
- The Offer price of \$1.87 cash per Security represents a:
  - record price for APDC Securities compared to any closing price of the APDC Securities since listing on the ASX, 9 January 2013;<sup>7</sup>
  - 19.5%<sup>8</sup> premium to the \$1.565 closing price of the APDC Securities on 1 May 2017, the day before 360 Capital announced its acquisition of a 19.8% stake in APDC;
  - 16.5% premium to APDC's pro forma net tangible assets per APDC Security as at 30 June 2017<sup>9</sup>; and
  - 1.6% premium to the \$1.84 closing price of APDC Securities on 28 July 2017, the last trading day before the date of the Original Bidder's Statement.
- It provides cash certainty.
- It avoids you being exposed to reduced liquidity in the market for Securities.
- The trading price of APDC Securities may fall after the Offer closes.

**How you accept the Offer**

You may only accept the Offer for all Your Securities.

**Issuer sponsored securityholders**

If Your Securities are registered in an Issuer Sponsored Holding (such holdings will be evidenced by an 'I' appearing next to your holder number on the enclosed Acceptance Form), to accept this Offer, you must complete and sign the Acceptance Form enclosed with this Bidder's Statement and return it to the address indicated on the form before the Offer closes.

**CHESSE securityholders**

If Your Securities are registered in a CHESSE Holding (such holdings will be evidenced by an 'X' appearing next to your holder number on the enclosed Acceptance Form), you may accept the Offer by either:

- completing and signing the Acceptance Form enclosed with this Bidder's Statement and returning it to the address indicated on the form; or
- instructing your Controlling Participant (normally your broker) to accept the Offer on your behalf,

before the Offer closes.

**Participants**

If you are a Participant, acceptance of this Offer must be initiated in

<sup>7</sup> The closing price of APDC Securities achieved a record high (as at the day before the date of the Original Bidder's Statement) of \$1.85. This record was achieved on consecutive days from 24 July 2017 to 27 July 2017.

<sup>8</sup> Before taking into account the \$0.0243 per Security distribution announced on 26 June 2017.

<sup>9</sup> As announced by APDC to the ASX on 26 June 2017.

accordance with rule 14.14 of the ASX Settlement Operating Rules before the Offer closes.

Full details on how to accept the Offer are set out in clause 9.3 of this Bidder's Statement.

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<b>Can you accept the Offer for part of your holdings?</b>	No. You cannot accept for part of your holding. You can only accept the Offer for ALL of Your Securities.
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<b>What happens if you do not accept the Offer?</b>	You will remain an APDC securityholder and will not receive the cash consideration under the Offer. If NEXTDC becomes entitled to compulsorily acquire Your Securities, it intends to proceed with the compulsory acquisitions. If Your Securities are compulsorily acquired by NEXTDC, it will be on the same terms (including the same consideration for each Security acquired) as the Offer. However, you will receive the money later than APDC securityholders who chose to accept the Offer.
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<b>Can you revoke your acceptance?</b>	No, once you accept the Offer, you will be unable to revoke your acceptance.
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<b>Will you need to pay brokerage on acceptances?</b>	<p>If Your Securities are registered in an Issuer Sponsored Holding in your name and you deliver them directly to NEXTDC, you will not incur any brokerage fees in connection with your acceptance of the Offer.</p> <p>If Your Securities are registered in a CHESS Holding, or if you are a beneficial owner whose APDC Securities are registered in the name of a broker, bank, custodian, or other nominee, you should ask your Controlling Participant (usually your broker) or that nominee whether it will charge any transactional fees or service charges in connection with acceptance of the Offer.</p> <p>You may incur brokerage costs if you choose to sell your Securities on ASX.</p>
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<b>What if you are a foreign securityholder?</b>	<p>Foreign securityholders will be paid the same cash consideration as stipulated under the Offer. However, the tax implications under the Offer for those foreign securityholders may be different from those relating to Australian resident securityholders. You will be paid in Australian dollars by cheque drawn on an Australian bank branch.</p> <p>If you are a "relevant foreign resident" NEXTDC may be required to withhold and remit to the ATO 12.5% of the consideration otherwise payable to you under the Offer: see clause 7.4 for more details.</p>
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<b>Where to go for further information</b>	<p>For all queries in relation to the Offer, please contact the NEXTDC Offer Information Line on 1300 795 998 (within Australia); +61 1300 795 998 (outside Australia).</p> <p>Please note that calls to the above numbers may be recorded. Inquiries in relation to the Offer will not be received on any other</p>
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telephone numbers of NEXTDC or its advisers.

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**Important notice**

The information in this clause 1 is a **summary only** of NEXTDC's Offer and is qualified by the detailed information set out elsewhere in this Bidder's Statement.

You should read the entire Bidder's Statement and the target's statement that APDC will shortly be sending to you, before deciding whether to accept the Offer.

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## 2 Information on NEXTDC

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### 2.1 Overview of Bidder

The bidder under the Offer is NEXTDC.

NEXTDC is an ASX200-listed technology company enabling business transformation through innovative data centre outsourcing solutions, connectivity services and infrastructure management software. As at the date of this Bidder's Statement, the market capitalisation of NEXTDC is \$1.202 billion.

NEXTDC has its head office in Brisbane, Australia and was established in 2010 to develop and operate independent data centres in Australia, with a national network operating in Sydney, Canberra, Melbourne, Perth and Brisbane.

NEXTDC focuses on providing scalable, on-demand services to support outsourced data centre infrastructure and cloud connectivity.

### 2.2 Directors of NEXTDC

Brief profiles of the directors of NEXTDC as at the date of this Bidder's Statement are as follows:

Director	Profile
<p><b>Douglas Flynn</b> Chairman &amp; Independent Non-Executive Director</p>	<p>Douglas (Doug) was appointed as an Independent Non-Executive Director in September 2013 and subsequently appointed as Chairman in April 2014.</p> <p>Doug has over 30 years of international experience in the media and information and communication technology industries. Doug is also the Chairman of ASX listed companies, APN Outdoor, iSentia Group Limited and Konekt Limited.</p>
<p><b>Craig Scroggie</b> Chief Executive Officer</p>	<p>Craig was appointed as Chief Executive Officer in June 2012. Prior to this, he served as a Non-Executive Director of NEXTDC and as Chairman of the Audit &amp; Risk Committee for 18 months. Craig has substantial leadership experience within the IT and telecommunications industries, having held senior positions with Symantec, Veritas Software, Computer Associates, EMC Corporation and Fujitsu.</p>
<p><b>Stuart Davis</b> Independent Non-Executive Director</p>	<p>Stuart was appointed as an Independent Non-Executive Director in September 2013. He is currently the chairman of the Audit and Risk Management Committee. Stuart was an international banker with over 30 years with HSBC Group, including roles in Hong Kong, New York, Taiwan, India, and Australia.</p>
<p><b>Dr Gregory Clark</b> Independent Non-Executive Director</p>	<p>Gregory (Greg) was appointed as an Independent Non-Executive Director in April 2014.</p> <p>Dr Clark is a world-renowned technologist, businessman and scientist with extensive corporate and Board experience in Australia,</p>

Director	Profile
	the USA and Europe. Dr Clark brings to the Board international business experience and a distinguished career in micro-electronics, computing and communications.
<b>Sharon Warburton</b> Independent Non-Executive Director	Sharon was appointed as an Independent Non-Executive Director in April 2017.  Sharon is currently the Deputy Chairman of Fortescue Metals Group and a Non-Executive Director of Gold Road Resources. Sharon is also Chairman of the Northern Australia Infrastructure Facility, a Director of Western Power and a Member of the Federal Government's Takeovers Panel.

## 2.3 History, structure and ownership of NEXTDC

### (a) History

NEXTDC was established in May 2010 to build and operate carrier and vendor neutral data centres in Australia and New Zealand.

In December 2010 NEXTDC listed on the ASX after acquiring properties in Brisbane and Melbourne. In 2011, NEXTDC acquired further properties in Sydney and Perth, and entered into a long-term operating lease for a data centre facility in Canberra.

In 2012 NEXTDC joined the S&P ASX300 whilst also announcing the release of ONEDC customer portal and app. In July 2012, NEXTDC announced the intention to launch Australia's first listed data-centre property fund, APDC, and in January 2013, the sale of the S1, M1 and P1 property assets to APDC as well as its admission to the ASX was completed.

Over the next few years NEXTDC continued to grow, achieving UTI Tier III certificates for its Sydney, Melbourne and Perth data centres. In July 2014, NEXTDC launched Cloud Centre and its Partner Program. This steady growth and innovation continued into late 2014 and 2015 with the launches of Quarter Rack, Fast Start, Azure ExpressRoute and AXON Systems to deliver the AXONVX (Virtual Exchange) platform.

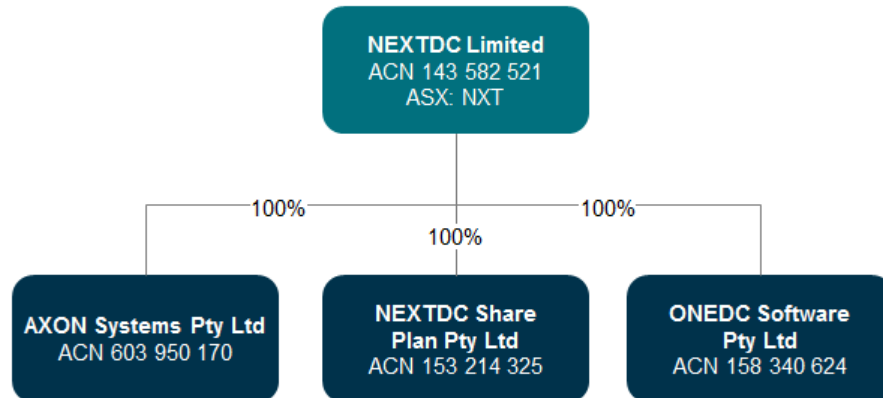
In August 2015 NEXTDC entered into a contract with the Australian Federal Government for the provision of data centre services over a six year term with options for extension, valued at approximately \$35 million.

In September 2016, NEXTDC entered the S&P ASX200.

### (b) Structure

As set out in figure below, NEXTDC owns 100% of the following Australian companies:

- AXON Systems Pty Ltd;
- NEXTDC Share Plan Pty Ltd; and
- ONEDC Software Pty Ltd.



(c) **Ownership**

As at the date of this Bidder's Statement, the following entities have a substantial interest in NEXTDC:

- Yarra Funds Management, which has an interest in 8.81% of NEXTDC's shares;
- HESTA, which has an interest in 6.54% of NEXTDC's shares;
- Ryder Investment Management, which has an interest in 6.05% of NEXTDC's shares;
- Australian Super, which has an interest in 5.69% of NEXTDC's shares; and
- Commonwealth Bank of Australia, which has an interest in 5.09% of NEXTDC's shares.<sup>10</sup>

As a publicly traded company, NEXTDC's investors comprise a wide variety of institutions and individuals. So far as the directors are aware, no organisation or individual exercises control over NEXTDC.

## 2.4 Principal activities

NEXTDC is a technology company providing data centre outsourcing solutions, connectivity services and infrastructure management software.

It is a leading Australian independent data centre operator with a nationwide network of Tier III facilities, providing enterprise class colocation services to local and international organisations.

## 2.5 Publicly available information about NEXTDC

NEXTDC is a listed disclosing entity for the purposes of the Corporations Act and as such is subject to regular reporting and disclosure obligations. Specifically, as a listed company, NEXTDC is subject to the listing rules of ASX which require continuous disclosure of any information NEXTDC has concerning it that a reasonable person would expect to have a material effect on the price or value of its securities.

<sup>10</sup> Based on substantial holding notices lodged with the ASX on or before the date of this Bidder's Statement.

ASX maintains files containing publicly disclosed information about all listed companies. NEXTDC's file is available for inspection at ASX during normal business hours.

In addition, NEXTDC is also required to lodge various documents with ASIC. Copies of documents lodged with ASIC by NEXTDC may be obtained from, or inspected at, an ASIC office.

A substantial amount of information about NEXTDC is available in electronic form from: <https://www.nextdc.com>.



## 3 Information on APDC

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### 3.1 Overview of APDC

The Asia Pacific Data Centre Group is a real estate investment trust (**REIT**) listed on the ASX (ASX:AJD) which has been established to own properties (land and buildings) that are operated or being developed as data centres. Its head office is in Sydney and it owns properties in Sydney, Melbourne and Perth.

### 3.2 Directors

As at the date of this Bidder's Statement, there are four directors of APDC. The Directors of APDC are as follows:

Director	Profile
<b>Ian Fraser</b> Independent Non-Executive Chairman	Ian was appointed to the board of APDC in December 2012. He has 45 years' experience as a business and accounting professional, including 10 years as a company Director of listed and unlisted public companies and 27 years as a partner with KPMG.
<b>Chris Breach</b> Independent Non-Executive Director	Chris was appointed to the board of APDC in December 2012. He has 40 years' experience as a property professional. Until 2010, he was Managing Director and Licensee of Macquarie Asset Services Limited and an Executive Director of Macquarie Group Limited.
<b>Francina Turner</b> Executive Director, CEO and Company Secretary	Francina is a senior executive with over 15 years' experience in funds management, real estate, specialised assets and risk management. She was appointed as CEO, Company Secretary and Executive Director at APDC's inception in November 2012.
<b>John Wright</b> Independent Non-Executive Director	John was appointed to the board of APDC in December 2012. He has had over 40 years' experience in accounting and real estate funds management. He started his career at Price Waterhouse and following this worked for a number of funds management and property groups, spending 16 years working for Macquarie Group Limited.

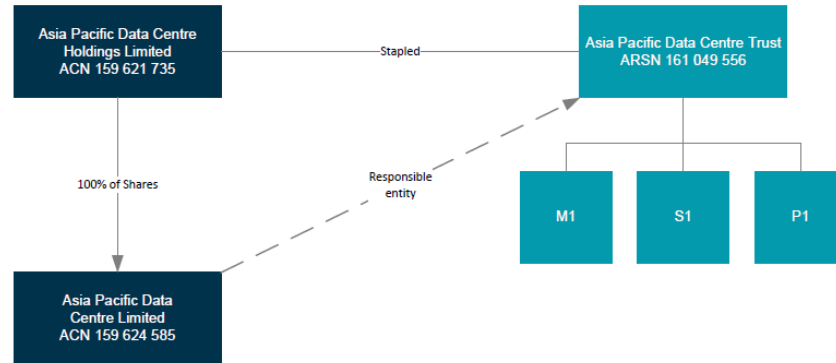
### 3.3 History, structure and ownership

#### (a) History

APDC Holdings and APDC Limited were both registered as companies in July 2012. The APDC Trust was established on 1 November 2012. The APDC Group was established on 3 December 2012 and was quoted on the ASX from 9 January 2013.

(b) **Structure**

The APDC Group is comprised of APDC Holdings, its wholly owned Subsidiary APDC Limited and the APDC Trust (with APDC Limited as responsible entity for the APDC Trust).

(c) **Ownership**

As at the date of this Bidder's Statement, the following entities have a substantial interest in APDC:

- NEXTDC, which has an interest in 19.99% of APDC's Securities; and
- 360 Capital, which has an interest in 19.98% of APDC's Securities.<sup>11</sup>

### 3.4 Principal activities of the APDC Group

(a) **Overview**

The APDC Group was established as a REIT to own properties (land and buildings) that are developed and operated as data centres. At inception, APDC contracted to acquire three data centre properties from NEXTDC located in Melbourne, Sydney and Perth. The business structure was that of sale and lease-back. NEXTDC remains as the sole existing tenant of the three data centre properties.

(b) **APDC Group entities**

The APDC group consists of the following entities:

(1) **APDC Holdings**

APDC Holdings is the holding company of APDC Limited, the responsible entity of the APDC Trust. The APDC Trust is the beneficial owner of the real estate portfolio and APDC Holdings provides services relating to the portfolio to APDC Limited including:

- property management accounting, financial accounting, taxation, responsible manager, company secretary, legal, compliance management, investor relations and clerical services;
- providing resources and services for the administration of the portfolio including evaluation of acquisitions and leasing and financing proposals and negotiations;

<sup>11</sup> Based on the substantial holding notices lodged with the ASX on 27 July 2017 and 21 July 2017 respectively.

- maintaining and developing financial modelling / valuations / due-diligence procedures and practice;
- strategic capital management advice;
- risk management policies, procedures and their implementation; and
- developing and documenting strategic plans, asset plans and budgets.

(2) **APDC Trust**

APDC Trust is a registered managed investment scheme which was established for the purpose of acquiring and owning the real estate portfolio, including the Properties.

(3) **APDC Limited**

APDC Limited is the responsible entity of the APDC Trust. APDC Limited manages the APDC Trust as an owner of data centres. There is a internalised management structure where an internal management team is employed.

APDC Holdings provides APDC Limited certain services, staff and equipment relating to the services set out above.

(c) **Properties**

APDC Trust owns the following data centre investment properties which form its real estate portfolio:

(1) **Sydney (S1)**

This property is a 19,467m<sup>2</sup> data centre facility located in Macquarie Park, Sydney. It is leased to NEXTDC for the initial term of 15 years expiring in 2028, with options to renew for up to another 25 years.

(2) **Melbourne (M1)**

This property is a 17,354m<sup>2</sup> data centre facility located in Port Melbourne. It opened in July 2012. It is leased to NEXTDC for an initial term of 15 years expiring in 2027, with options to renew for up to another 25 years.

(3) **Perth (P1)**

This property is a planned 9,603m<sup>2</sup> data centre facility located in Malaga, Perth. It is leased to NEXTDC for an initial term of 15 years expiring in 2028, with options to renew for up to another 25 years.

### 3.5 Publicly available information about the APDC Group

APDC is a listed disclosing entity for the purposes of the Corporations Act and as such is subject to regular reporting and disclosure obligations. Specifically, as a listed company, APDC is subject to the listing rules of ASX which require continuous disclosure of any information APDC has concerning it that a reasonable person would expect to have a material effect on the price or value of its securities.

ASX maintains files containing publicly disclosed information about all listed companies. APDC's file is available for inspection at ASX during normal business hours.

In addition, APDC is required to lodge various documents with ASIC. Copies of documents lodged with ASIC by APDC may be obtained from, or inspected at, an ASIC office.

A substantial amount of information about APDC is available in electronic form from:  
<http://asiapacificdc.com>.

## 4 Information on APDC's securities

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### 4.1 APDC's issued securities

According to documents provided by APDC to ASX, as at the date of this Bidder's Statement, the issued securities in APDC consisted of:

- 115,000,100 fully paid ordinary shares in APDC Holdings; and
- 115,000,100 fully paid ordinary units in APDC Trust.

Each fully paid ordinary share in APDC Holdings is stapled to one fully paid ordinary unit in the APDC Trust. The stapled securities trade together on the ASX under the code 'AJD'.

### 4.2 Interests in APDC securities

As at the date of this Bidder's Statement:

- NEXTDC's voting power in APDC was 19.99%; and
- NEXTDC had a Relevant Interest in 22,988,519 Securities.

As at 9 August 2017:

- NEXTDC's voting power in APDC was **[insert]**%; and
- NEXTDC had a Relevant Interest in **[insert]** Securities.

### 4.3 Dealings in Securities

#### (a) Previous 4 months

Neither NEXTDC nor any associate of NEXTDC has provided, or agreed to provide, consideration for Securities under any purchase or agreement during the 4 months before the date of this Bidder's Statement, except as described below.

Holder of Relevant Interest	Date of dealing	Description of dealing
NEXTDC	27/07/2017	NEXTDC acquired 95,517 ordinary stapled securities on market at a price of \$1.85 per security.
NEXTDC	26/07/2017	NEXTDC acquired 1,494,892 ordinary stapled securities on market at a price of \$1.85 per security.
NEXTDC	25/07/2017	NEXTDC acquired 946,290 ordinary stapled securities on market at a price of \$1.85 per security.

Holder of Relevant Interest	Date of dealing	Description of dealing
NEXTDC	24/07/2017	NEXTDC acquired 864,145 ordinary stapled securities on market at a price of \$1.83 per security.
NEXTDC	21/07/2017	NEXTDC acquired 158,490 ordinary stapled securities on market at a price of \$1.81 per security.
NEXTDC	20/07/2017	NEXTDC acquired 368,096 ordinary stapled securities on market at a price of \$1.81 per security.
NEXTDC	19/07/2017	NEXTDC acquired 2,844,924 ordinary stapled securities on market at a price of \$1.78 per security.
NEXTDC	18/07/2017	NEXTDC acquired 16,216,165 ordinary stapled securities on market at a price of \$1.78 per security.

(b) **Period before Offer**

Neither NEXTDC nor any associate of NEXTDC has provided, or agreed to provide, consideration for Securities under any purchase or agreement during the period starting on the date of this Bidder's Statement and ending on 9 August 2017, except as described below.

Holder of Relevant Interest	Date of dealing	Description of dealing
NEXTDC	<i>[insert date]</i>	<i>[insert description]</i>

**4.4 No pre-Offer benefits**

During the period of 4 months before the date of this Bidder's Statement, neither NEXTDC nor any associate of NEXTDC gave, or offered to give, or agreed to give a benefit to another person which was likely to induce the other person, or an associate of the other person, to:

- accept the Offer; or

- dispose of APDC Securities,  
and which is not offered to all holders of APDC Securities under the Offer.

#### **4.5 No escalation agreements**

Neither NEXTDC nor any associate of NEXTDC has entered into any escalation agreement that is prohibited by section 622 of the Corporations Act.

## 5 Sources of consideration

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### 5.1 Total cash consideration

The consideration for the acquisition of the Securities to which the Offer relates will be satisfied wholly in cash.

The maximum amount of cash that NEXTDC would be required to pay under the Offer if acceptances are received in respect of all APDC Securities on issue as at the date of this Bidder's Statement (other than those APDC Securities in which NEXTDC has a Relevant Interest) would be \$172 million.

Accordingly, the maximum amount that NEXTDC could be required to pay under the Offer is \$172 million, together with transaction costs.

### 5.2 Sources of cash consideration

The cash consideration payable under the Offer will be provided from the internal cash and term deposit reserves of NEXTDC, which is available to meet its obligations under the Offer.

NEXTDC has internal cash and term deposit reserves as at the date of this Bidder's Statement of more than \$300 million.



## 6 NEXTDC's intentions in relation to APDC

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### 6.1 Introduction

The intentions of NEXTDC are set out in this section of the Bidder's Statement. Those intentions have been formed on the basis of facts and information concerning APDC, and the general business environment, which are known at the time of preparing this Bidder's Statement. Final decisions will only be reached by NEXTDC in light of material information and circumstances at the relevant time. Accordingly, the statements set out in this clause 6 are statements of current intention only and accordingly may vary as new information becomes available or circumstances change.

### 6.2 Intentions for APDC as a wholly owned controlled entity

#### (a) Context

This clause 6.2 describes NEXTDC's intentions if NEXTDC and its associates acquire a Relevant Interest in 90% or more of the Securities, and so becomes entitled to proceed to compulsory acquisition of outstanding Securities in accordance with Part 6A.1 of the Corporations Act.

In that circumstance, NEXTDC's current intentions are as follows.

#### (b) Corporate matters

NEXTDC intends to:

- proceed with compulsory acquisition of the outstanding Securities in accordance with the provisions of Part 6A.1 of the Corporations Act;
- arrange for APDC to be removed from the official list of the ASX; and
- replace the members of the APDC Holdings Board and the APDC Limited Board with the nominees of NEXTDC. Replacement board members have not yet been identified by NEXTDC and their identity will depend on the circumstances at the relevant time. However, it is expected that the majority of the replacement board members will be members of the NEXTDC management team.

Following completion of the compulsory acquisition of the outstanding Securities, all of the Securities will be held by NEXTDC. At this point, APDC Trust will cease to be a "managed investment scheme" (as defined in the Corporations Act); however, it will still be a "registered scheme" (as defined in the Corporations Act). NEXTDC intends to:

- cause an application to be made to ASIC for deregistration of the APDC Trust so that it would cease being a "registered scheme"; and
- retain APDC Limited as trustee of the now wholly-owned APDC Trust pending the outcome of a broader structure review.

#### (c) APDC's business, assets and employees

Following completion of compulsory acquisition, NEXTDC intends to:

- integrate APDC's three Properties and other assets into NEXTDC's business; and
- review APDC's structure and operations with a view to maximising the efficiency with which APDC's assets are held and managed as part of NEXTDC's business, and maximising operating synergies between APDC's assets and NEXTDC's business.

Having regard to the nature of APDC's assets and operations, it is expected that the positions of APDC's current employees would become redundant, and its employees would either be redeployed or their employment would be terminated. If redundancies do occur, the relevant employees will receive benefits in accordance with their contractual and other legal entitlements.

NEXTDC has not yet conducted its review of APDC's structure and operations and accordingly does not currently have other specific intentions in relation to APDC.

### 6.3 Intentions for APDC as a part owned controlled entity

#### (a) Context

This clause 6.3 describes NEXTDC's intentions if APDC becomes a controlled entity of NEXTDC, but NEXTDC is not entitled to proceed to compulsory acquisition in accordance with Part 6A.1 of the Corporations Act.

In that circumstance, NEXTDC's current intentions are as follows:

#### (b) Corporate matters

After the end of the Offer Period, NEXTDC intends:

- to continue the operation of the APDC Trust as a registered scheme;
- to retain APDC Limited as responsible entity of APDC Trust; and
- (subject to continued compliance by APDC with the Listing Rules) to maintain APDC's listing on the ASX (although APDC securityholders should be aware that in this circumstance the liquidity of APDC Securities on ASX may be materially adversely affected).

NEXTDC has not determined its preferred approach as to composition of the boards of APDC Holdings and APDC Limited, and will consider board composition at the end of the Offer Period having regard to the size of its stake and the circumstances applicable at that time.

It is possible that, even if NEXTDC is not entitled to proceed to compulsory acquisition of minority holdings after the end of the Offer Period under Part 6A.1 of the Corporations Act, it may subsequently become entitled to exercise rights of general compulsory acquisition under Part 6.2 of the Corporations Act; for example, as a result of acquisitions of Securities in reliance on the '3% creep' exception in item 9 of section 611 of the Corporations Act. If so, it intends to exercise those rights.

#### (c) General operational review

After the end of the Offer Period, NEXTDC intends to propose to the APDC Holdings Board and APDC Limited Board that an immediate, broad based review of APDC's operations be conducted on both a strategic and financial level, to:

- evaluate APDC's performance, profitability and prospects;
- manage the assets of APDC with a view to maximising returns to APDC securityholders;
- ensure that the management of APDC's portfolio is consistent with NEXTDC's general business strategy; and
- identify opportunities for operating synergies in the short, medium and long term.

NEXTDC intends, subject to the approval of the APDC Holdings Board and APDC Limited Board, to participate in this review.

(d) **Limitations in giving effect to intentions**

The ability of NEXTDC to implement the intentions set out in this clause 6.3, will be subject to the legal obligations of APDC Holdings and APDC Limited directors to have regard to the interests of APDC and all APDC securityholders, and the requirements of the Corporations Act and the ASX Listing Rules relating to transactions between related parties. NEXTDC will only make a decision on the above mentioned courses of action following legal and financial advice in relation to those requirements.

#### **6.4 Intentions for APDC if not controlled by NEXTDC**

This clause 6.4 describes NEXTDC's intentions if APDC does not become a controlled entity of NEXTDC.

In that circumstance:

- NEXTDC does not expect to be in a position to give effect to the intentions set out in clauses 6.2 or 6.3 of this Bidder's Statement; and
- NEXTDC's investment in APDC will be reviewed by NEXTDC in accordance with the interests of NEXTDC's securityholders and NEXTDC will consider its approach to the composition of the boards of APDC Holdings and APDC Limited having regard to the size of its stake and the circumstances applicable at that time.

#### **6.5 Other intentions**

Subject to the matters described above in this clause 6 and elsewhere in this Bidder's Statement and, in particular, the completion of a review of APDC's operations and structure, it is the intention of NEXTDC, on the basis of the facts and information concerning APDC that are known to it and the existing circumstances affecting the assets and operations of APDC at the date of this Bidder's Statement, that the business of APDC will be conducted in the same manner as at the date of this Bidder's Statement.

#### **6.6 Current intentions based on current information**

The intentions described in this clause 6 have been formed on the basis of facts and information concerning APDC, and the general business environment, which are known at the time of preparing this Bidder's Statement. Final decisions will only be made by NEXTDC in light of information and circumstances at the relevant time. Accordingly, the statements set out in this clause 6 are statements of current intention only and may vary as new information becomes available or circumstances change.

## 7 Tax considerations

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### 7.1 Introduction

The following is a general description of the Australian income and capital gains tax consequences for APDC securityholders who accept the Offer. The comments set out below are relevant only to those APDC securityholders who hold their Securities on capital account. Securityholders who hold their Securities for the purposes of speculation or a business of dealing in securities (eg as trading stock) should seek their own advice.

APDC securityholders who are tax residents of a country other than Australia (whether or not they are also residents, or are temporary residents, of Australia for tax purposes) should take into account the tax consequences under the laws of their country of residence, as well as under Australian law, of acceptance of the Offer.

The following description is based upon the Australian law and administrative practice in effect at the date of this Bidder's Statement, but it is general in nature and is not intended to be an authoritative or complete statement of the laws applicable to the particular circumstances of every APDC securityholder. APDC securityholders should seek independent professional advice in relation to their own particular circumstances.

The following description refers to Securities for simplicity. However, for tax purposes shares in APDC Holdings and units in APDC Trust are separate assets, and the tax consequences of disposal of shares in APDC Holdings and units in APDC Trust are worked out separately.

### 7.2 Australian resident securityholders

#### (a) Securityholders who accept the Offer

Acceptance of the Offer will involve the disposal by APDC securityholders of their Securities by way of transfer to NEXTDC. This change in the ownership of the Securities will constitute a CGT event for Australian CGT purposes.

The date of disposal for CGT purposes will be the date the contract to dispose of the Securities is formed. The date the contract to dispose of the Securities is formed will be the date that the Offer is accepted.

#### (b) Compulsory acquisition

If a APDC securityholder does not dispose of their Securities under the Offer and their Securities are compulsorily acquired in accordance with Part 6A.1 of the Corporations Act, those securityholders will also be treated as having disposed of their Securities for CGT purposes.

The date of disposal for CGT purposes will be the date when NEXTDC becomes the owner of the Securities.

#### (c) Calculation of capital gain or capital loss

APDC securityholders may make a capital gain or capital loss on the transfer of Securities, to the extent that the capital proceeds from the disposal of the Securities are more than the cost base (or in some cases indexed cost base) of those Securities. Conversely, APDC securityholders will make a capital loss to the extent that the capital proceeds are less than their reduced cost base of those Securities.

The cost base of the Securities generally includes the cost of acquisition and any incidental costs of acquisition and disposal that are not deductible to the

securityholder, and in respect of units in APDC Trust reduced by any non-assessable distributions.

The aggregate capital proceeds of the capital gains tax event in respect of the Securities will include the consideration price of \$1.87 cash per Security received by the APDC securityholder in respect of the disposal of the Securities. As mentioned above, tax consequences of disposal of shares in APDC Holdings and units in APDC Trust are worked out separately.

Individuals, complying superannuation entities or trustees that have for the purposes of the capital gains tax provisions held Securities for at least 12 months should be entitled to discount the amount of any capital gain (after application of capital losses) from the disposal of Securities by 50% in the case of individuals and trusts or by 33 1/3 % for complying superannuation entities. For trusts, the ultimate availability of the discount may depend on a beneficiary's entitlement to the discount.

Capital gains and capital losses of a taxpayer in a year of income are aggregated to determine whether there is a net capital gain. Any net capital gain is included in assessable income and is subject to income tax. Capital losses may not be deducted against other income for income tax purposes, but may be carried forward to offset against future capital gains.

### 7.3 Non-resident securityholders

For an APDC securityholder who:

- is not a resident of Australia for Australian tax purposes; and
- does not hold their Securities in carrying on a business through a permanent establishment in Australia,

the disposal of Securities will generally only result in Australian CGT implications if the Securities are 'indirect Australian real property interests' as that term is defined in section 855-25 of the *Income Tax Assessment Act 1997* (Cth). In this respect, Securities of a securityholder will qualify as 'indirect Australian real property interests' if:

- that securityholder together with its associates, holds, or has held, 10% or more of the Securities at the time of disposal or for any continuous 12 month period within 2 years preceding the disposal; and
- more than 50% of APDC's value is due to direct or indirect interests in Australian real property, which is defined to include mining and exploration leases and licences.

A securityholder whose Securities qualify as indirect Australian real property interests should obtain independent advice as to the tax implications of sale, and whether any protection will be available under a relevant double tax treaty.

A non-resident APDC securityholder who has previously been a resident of Australia and chose to disregard a capital gain or loss on ceasing to be a resident will be subject to Australian CGT consequences on disposal of the Securities as set out in section 7.2.

If during the financial year ending 30 June 2018 NEXTDC acquires a sufficient number of Securities so that 75% or more of the Securities are held by 20 or fewer persons, then APDC may not qualify as a Managed Investment Trust for tax purposes and foreign resident securityholders may be subject to higher withholding tax rates on the September quarter and subsequent distributions.

## 7.4 Non-resident CGT withholding rules

This section describes the potential operation of the foreign resident capital gains withholding tax which may apply in respect of Securities sold pursuant to the Offer. These rules will not apply if you sell your Securities on-market.

### (a) Overview of Subdivision 14-D

The foreign resident capital gains withholding tax in Subdivision 14-D of Schedule 1 of the TAA 1953 (**Subdivision 14-D**) applies from 1 July 2016 to any transaction involving the acquisition from a “relevant foreign resident” of:

- (1) an ‘indirect Australian real property interest’; or
- (2) an option or right to acquire such property or such an interest.

If you are a relevant foreign resident, Subdivision 14-D may require NEXTDC to withhold and remit to the ATO 12.5% of the consideration otherwise payable to you under the Offer. As explained in paragraphs 7.4(b), (c) and (d) and clause 9.6(f) below, the amount required to satisfy the Subdivision 14-D payment obligation would be withheld from the consideration otherwise payable to each relevant foreign resident under the Offer. The withheld amount is called a CGT Withholding Amount, which term is defined in clause 10.1 below.

### (b) “Relevant foreign resident”

For the purposes of the rules in Subdivision 14-D, and in the context of NEXTDC’s Offer, a relevant foreign resident is any entity that, at the time the transaction is entered into:

- (1) is known by NEXTDC to be a foreign resident;
- (2) is reasonably believed by NEXTDC to be a foreign resident;
- (3) is not reasonably believed by NEXTDC to be a resident of Australia for Australian tax purposes, and either has an address outside Australia or NEXTDC is authorised to provide a financial benefit relating to the Offer to a place outside Australia; or
- (4) has a connection outside Australia of a kind specified in the regulations.

### (c) Relevant Foreign Resident Declaration Form

If NEXTDC, as purchaser, considers or reasonably believes that the registered holder (being the legal owner) of the Securities is a relevant foreign resident, the registered holder may receive a Relevant Foreign Resident Declaration Form.

If you think that you are a relevant foreign resident but do not receive a Relevant Foreign Resident Declaration Form, you should contact the NEXTDC offer information line on 1300 795 998 (within Australia) or +61 1300 795 998 (outside Australia) and request a Relevant Foreign Resident Declaration Form. In the Relevant Foreign Resident Declaration Form, the registered holder of your APDC Securities may provide NEXTDC with a declaration that:

- (1) the registered holder of your APDC Securities is a resident of Australia for Australian tax purposes (**Residency Declaration**); or
- (2) the ADPC Securities held by the registered holder are not indirect Australian real property interests (**Interest Declaration**).

If you are unsure about whether the registered holder (being the legal owner) of your APDC Securities is able to make a Residency Declaration or an Interest Declaration, you should seek your own tax advice in this regard.

(d) **Withholding payment**

- (1) If:
- (A) NEXTDC, as purchaser, considers or reasonably believes that the registered holder (being the legal owner) of your APDC Securities is a relevant foreign resident; and
  - (B) a signed Relevant Foreign Resident Declaration Form containing a Residency Declaration or an Interest Declaration has not been provided to NEXTDC by the required time stipulated in the letter accompanying the Relevant Foreign Resident Declaration Form,
- NEXTDC will:
- (C) withhold the CGT Withholding Amount from the consideration otherwise payable to you and pay the CGT Withholding Amount to the Commissioner on or before the due date for payment of the consideration; and
  - (D) within a reasonable time, provide you with evidence that NEXTDC has paid the CGT Withholding Amount to the Commissioner.
- (2) By complying with clause 7.4(d)(1):
- (A) in accordance with section 16-20 of Schedule 1 of the TAA 1953 and clause 9.6(f) below, NEXTDC discharges its obligation to pay the CGT Withholding Amount to you; and
  - (B) you release NEXTDC from any further liability to pay that amount of the consideration otherwise payable to you.

## 7.5 Goods and services tax

Holders of Securities should not be liable to GST in respect of a disposal of those Securities.

APDC securityholders may be charged GST on costs (such as advisor fees) that relate to their participation in the Offer. APDC securityholders may be entitled to input tax credits or reduced input tax credits for such costs, but should seek independent advice in relation to their individual circumstances.

## 8 Other material information

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### 8.1 Other offers for APDC

(a) **360 Capital Offer**

On 25 July 2017, 360 Capital announced a conditional proposal for an off market takeover bid of all APDC Securities, other than those already held by 360 Capital (the **360 Capital Offer**).

360 Capital is a property investment and funds management company that invests in direct property assets, property securities and various corporate real estate acquisitions within Australian real estate markets on a private equity basis.

As at the date of this Bidder's Statement, 360 Capital is proposing, subject to the satisfaction of certain conditions, to offer \$1.80 cash for every Security.

(b) **Consequences of accepting the 360 Capital Offer**

If 360 Capital proceeds to make the 360 Capital Offer, and you accept the 360 Capital Offer in respect of some or all of Your Securities, you cannot accept NEXTDC's Offer in respect of those Securities unless you are or become entitled under the Corporations Act to withdraw your acceptance from the 360 Capital Offer.

If you accept the 360 Capital Offer in respect of only some of Your Securities, and those Securities have been transferred to 360 Capital, you may be able to accept NEXTDC's Offer in respect of the balance of Your Securities, if the Offer Period remains open at the time.

### 8.2 Date for determining holders of Securities

For the purposes of section 633 of the Corporations Act, the date for determining the people to whom information is to be sent under items 6 and 12 of subsection 633(1) is the Register Date.

### 8.3 Institutional acceptance facility and broker handling fees

NEXTDC reserves the right to introduce an institutional acceptance facility. If it does so, it will announce details of the facility in a supplementary bidder's statement.

NEXTDC does not intend to pay a commission to brokers for acceptances of the Offer by APDC securityholders. However, NEXTDC reserves its rights in this regard.

### 8.4 On market purchases

In accordance with ASIC Market Integrity Rule 6.2.1, NEXTDC confirms that it may purchase APDC Securities on market during the Bid Period for prices at or below \$1.87 cash per Security.

### 8.5 Consents

(a) **NEXTDC's advisors**

Cadence (90) Investments No. 1 Pty Limited ACN 152 487 351 (**Cadence Advisory**), Herbert Smith Freehills and Link Market Services Limited have each given, and not withdrawn before the lodgement of this Bidder's Statement with



ASIC, their consent to be named in this Bidder's Statement. Neither Cadence Advisory, Herbert Smith Freehills or Link Market Services Limited has caused or authorised the issue of this Bidder's Statement, does not make or purport to make any statement in this Bidder's Statement (or any statement on which a statement in this Bidder's Statement is based) and takes no responsibility for any part of this Bidder's Statement, other than any reference to their name.

Greenwoods & Herbert Smith Freehills has given, and not withdrawn before the lodgement of this Bidder's Statement with ASIC, its written consent to be named in this Bidder's Statement as preparer of section 7 (Tax Considerations) of this Bidder's Statement. Greenwoods & Herbert Smith Freehills has not caused or authorised the issue of this Bidder's Statement, does not make or purport to make any statement in this Bidder's Statement or any statement on which a statement in this Bidder's Statement is based and takes no responsibility for any part of this Bidder's Statement other than any reference to its name.

(b) **Public statements**

This Bidder's Statement includes statements which are made in, or based on statements made in, documents lodged with ASIC or given to ASX. Under the terms of ASIC Class Order 13/521, the parties making those statements are not required to consent to, and have not consented to, inclusion of those statements in this Bidder's Statement. If you would like to receive a copy of any of those documents, or the relevant parts of the documents containing the statements, (free of charge), during the Offer Period, please contact the NEXTDC Offer Information Line on 1300 795 998 (within Australia) or +61 1300 795 998 (outside Australia) Calls to this number may be recorded.

In addition, as permitted by ASIC Corporations (Consents to Statements) Instrument 2016/72 (**Corporations Instrument 2016/72**), this Bidder's Statement may include or be accompanied by certain statements:

- which fairly represent what purports to be a statement by an official person; or
- which are a correct and fair copy of, or extract from, what purports to be a public official document; or
- which are a correct and fair copy of, or extract from, a statement which has already been published in a book, journal or comparable document; or
- from a public official document or a published book, journal or comparable publication.

Further, as permitted by Corporations Instrument 2016/72, this Bidder's Statement contains trading data sourced from Capital IQ provided without their consent.

## 8.6 Social security and superannuation implications of Offer

Acceptance of the Offer may have implications under your superannuation arrangements or on your social security entitlements. If in any doubt, you should seek specialist advice.

## 8.7 ASIC declaration

ASIC has made a declaration under section 655A(1)(b) of the Corporations Act that paragraph 636(1)(k)(ii) of the Corporations Act be modified so that NEXTDC can disclose the number of Securities it has a Relevant Interest in within 3 trading days before the first offer is sent, rather than immediately before the first offer is sent (refer to section 4.2 of

this Bidder's Statement). This declaration was obtained by NEXTDC in order to facilitate the continuation of its stated intention, during the period required for the printing and dispatch of this Bidder's Statement, to purchase APDC Securities on market during the Bid Period for prices at or below \$1.87 cash per Security.

## **8.8 Other material information**

Except as disclosed elsewhere in this Bidder's Statement, there is no other information that is:

- (a) material to the making of a decision by a APDC securityholder whether or not to accept the Offer; and
- (b) known to NEXTDC,

which has not previously been disclosed to APDC securityholders.

## 9 The terms and conditions of the Offer

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### 9.1 Offer

- (a) NEXTDC offers to acquire all of Your Securities on and subject to the terms and conditions set out in clause 9 of this Bidder's Statement.
- (b) The consideration under the Offer is \$1.87 cash per Security.
- (c) By accepting this Offer, you undertake to transfer to NEXTDC not only the Securities to which the Offer relates, but also all Rights attached to those Securities (see clause 9.5(b)(6) and clause 9.6(c)).
- (d) This Offer is being made to each person registered as the holder of Securities in the register of APDC securityholders at 7:00pm (Sydney time) on the Register Date. It also extends to:
  - (1) holders of securities that come to be Securities during the period from the Register Date to the end of the Offer Period, including due to the conversion of, or exercise of rights conferred by, such securities and which are on issue as at the Register Date; and
  - (2) any person who becomes registered, or entitled to be registered, as the holder of Your Securities during the Offer Period.
- (e) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of some or all of the Securities to which this Offer relates:
  - (1) a corresponding offer on the same terms and conditions as this Offer will be deemed to have been made to that other person in respect of those Securities; and
  - (2) a corresponding offer on the same terms and conditions as this Offer will be deemed to have been made to you in respect of any other Securities you hold to which the Offer relates; and
  - (3) this Offer will be deemed to have been withdrawn immediately at that time.
- (f) If at any time during the Offer Period you are registered or entitled to be registered as the holder of one or more parcels of Securities as trustee or nominee for, or otherwise on account of, another person, you may accept as if a separate and distinct Offer on the same terms and conditions as this Offer had been made in relation to each of those distinct parcels and any distinct parcel you hold in your own right. To validly accept the Offer for each parcel, you must comply with the procedure in section 653B(3) of the Corporations Act. If, for the purposes of complying with that procedure, you require additional copies of this Bidder's Statement and/or the Acceptance Form, please call the NEXTDC Offer Information Line on 1300 795 998 (within Australia) or +61 1300 795 998 (outside Australia) to request those additional copies.
- (g) If Your Securities are registered in the name of a broker, investment dealer, bank, trust company or other nominee you should contact that nominee for assistance in accepting the Offer.
- (h) The Offer is dated [*insert*].

## 9.2 Offer Period

- (a) Unless withdrawn, the Offer will remain open for acceptance during the period commencing on the date of this Offer and ending at 7.00pm (Sydney time) on the later of:
- (1) **[insert]**; or
  - (2) any date to which the Offer Period is extended.
- (b) NEXTDC reserves the right, exercisable in its sole discretion, to extend the Offer Period in accordance with the Corporations Act.
- (c) If, within the last 7 days of the Offer Period, either of the following events occur:
- (1) the Offer is varied to improve the consideration offered; or
  - (2) NEXTDC's voting power in APDC increases to more than 50%,
- then the Offer Period will be automatically extended so that it ends 14 days after the relevant event in accordance with section 624(2) of the Corporations Act.

## 9.3 How to accept this Offer

- (a) **General**
- (1) Subject to clause 9.1(e) and clause 9.1(f), you may accept this Offer only for all of Your Securities.
  - (2) You may accept this Offer at any time during the Offer Period.
- (b) **Securities held in your name on APDC's issuer sponsored subregister**
- To accept this Offer for Securities held in your name on APDC's issuer sponsored subregister (in which case your securityholder Reference Number will commence with 'I'), you must:
- (1) complete and sign the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form; and
  - (2) ensure that the Acceptance Form (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, to one of the addresses shown on the Acceptance Form.
- (c) **Securities held in your name in a CHESS Holding**
- (1) If Your Securities are held in your name in a CHESS Holding (in which case your Holder Identification Number will commence with 'X') and you are not a Participant, you should instruct your Controlling Participant (for APDC securityholders who are not institutions, this is normally the stockbroker through whom you bought Your Securities or ordinarily acquire Securities on the ASX) to initiate acceptance of this Offer on your behalf in accordance with Rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period.
  - (2) If Your Securities are held in your name in a CHESS Holding (in which case your Holder Identification Number will commence with 'X') and you are a Participant, you should initiate acceptance of this Offer in accordance with rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period.
  - (3) Alternatively, to accept this Offer for Securities held in your name in a CHESS Holding (in which case your Holder Identification Number will

commence with 'X'), you may sign and complete the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form and ensure that it (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, to one of the addresses shown on the Acceptance Form.

- (4) If Your Securities are held in your name in a CHESS Holding (in which case your Holder Identification Number will commence with 'X'), you must comply with any other applicable ASX Settlement Operating Rules.

(d) **Securities of which you are entitled to be registered as holder**

To accept this Offer for Securities which are not held in your name, but of which you are entitled to be registered as holder, you must:

- (1) complete and sign the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form; and
- (2) ensure that the Acceptance Form (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, to one of the addresses shown on the Acceptance Form.

(e) **Acceptance Form and other documents**

- (1) The Acceptance Form forms part of the Offer.
- (2) If your Acceptance Form (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is returned by post, for your acceptance to be valid you must ensure that they are posted or delivered in sufficient time for them to be received by NEXTDC at one of the addresses shown on the Acceptance Form before the end of the Offer Period.
- (3) When using the Acceptance Form to accept this Offer in respect of Securities in a CHESS Holding, you must ensure that the Acceptance Form (and any documents required by the terms of this Offer and the instruction on the Acceptance Form) are received by NEXTDC in time for NEXTDC to instruct your Controlling Participant to initiate acceptance of this Offer on your behalf in accordance with Rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period.
- (4) The postage and transmission of the Acceptance Form and other documents is at your own risk.

## 9.4 Validity of acceptances

- (a) Subject to this clause 9.4, your acceptance of the Offer will not be valid unless it is made in accordance with the procedures set out in clause 9.3.
- (b) NEXTDC will determine, in its sole discretion, all questions as to the form of documents, eligibility to accept the Offer and time of receipt of an acceptance of the Offer. NEXTDC is not required to communicate with you prior to making this determination. The determination of NEXTDC will be final and binding on all parties.
- (c) Notwithstanding clause 9.3(b), clause 9.3(c), clause 9.3(d) and clause 9.3(e), NEXTDC may, in its sole discretion, at any time and without further

communication to you, deem any Acceptance Form it receives to be a valid acceptance in respect of Your Securities, even if a requirement for acceptance has not been complied with, but the payment of the consideration in accordance with the Offer may be delayed until any irregularity has been resolved or waived and any other documents required to procure registration have been received by NEXTDC.

- (d) Where you have satisfied the requirements for acceptance in respect of only some of Your Securities, NEXTDC may, in its sole discretion, regard the Offer to be accepted in respect of those of Your Securities but not the remainder.
- (e) NEXTDC will provide the consideration to you in accordance with clause 9.6, in respect of any part of an acceptance determined by NEXTDC to be valid.

## 9.5 The effect of acceptance

- (a) Once you have accepted this Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you and you will be unable to withdraw Your Securities from the Offer or otherwise dispose of Your Securities.
- (b) By signing and returning the Acceptance Form, or otherwise accepting this Offer pursuant to clause 9.3, you will be deemed to have:
  - (1) accepted this Offer (and any variation of it) in respect of, and agreed to transfer to NEXTDC, Your Securities (even if the number of Securities specified on the Acceptance Form differs from the number of Your Securities);
  - (2) represented and warranted to NEXTDC, as a fundamental condition going to the root of the contract resulting from your acceptance, that at the time of acceptance, and the time the transfer of Your Securities (including any rights) to NEXTDC is registered, that all Your Securities are and will be free from all mortgages, charges, liens, encumbrances and adverse interests of any nature (whether legal or otherwise) and free from restrictions on transfer of any nature (whether legal or otherwise), that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in Your Securities (including any Rights) to NEXTDC, and that you have paid to APDC all amounts which at the time of acceptance have fallen due for payment to APDC in respect of Your Securities;
  - (3) irrevocably authorised NEXTDC (and any director, secretary or nominee of NEXTDC) to alter the Acceptance Form on your behalf by inserting correct details of Your Securities, filling in any blanks remaining on the form and rectifying any errors or omissions as may be considered necessary by NEXTDC to make it an effective acceptance of this Offer or to enable registration of Your Securities in the name of NEXTDC;
  - (4) if you signed the Acceptance Form in respect of Securities which are held in a CHES Holding, irrevocably authorised NEXTDC (or any director, secretary or agent of NEXTDC) to instruct your Controlling Participant to initiate acceptance of this Offer in respect of Your Securities in accordance with Rule 14.14 of the ASX Settlement Operating Rules;
  - (5) if you signed the Acceptance Form in respect of Securities which are held in a CHES Holding, irrevocably authorised NEXTDC (or any director, secretary or agent of NEXTDC) to give any other instructions

- in relation to Your Securities to your Controlling Participant, as determined by NEXTDC acting in its own interests as a beneficial owner and intended registered holder of those Securities;
- (6) irrevocably authorised and directed APDC to pay to NEXTDC, or to account to NEXTDC for, all Rights in respect of Your Securities, subject, if this Offer is withdrawn, to NEXTDC accounting to you for any such Rights received by NEXTDC;
  - (7) irrevocably authorised NEXTDC to notify APDC on your behalf that your place of address for the purpose of serving notices upon you in respect of Your Securities is the address specified by NEXTDC in the notification;
  - (8) irrevocably appointed NEXTDC (and any director, secretary or nominee of NEXTDC) severally from time to time as your true and lawful attorney to exercise all your powers and rights in relation to Your Securities, including (without limitation) powers and rights to requisition, convene, attend and vote in person, by proxy or by body corporate representative, at all general meetings of APDC and to request APDC to register, in the name of NEXTDC or its nominee, Your Securities, as appropriate, with full power of substitution (such power of attorney, being coupled with an interest, being irrevocable);
  - (9) agreed not to attend or vote in person, by proxy or by body corporate representative at any general meeting of APDC or to exercise or purport to exercise any of the powers and rights conferred on NEXTDC (and its directors, secretaries and nominees) in clause 9.5(b)(8);
  - (10) agreed that in exercising the powers and rights conferred by the powers of attorney granted under clause 9.5(b)(8), the attorney will be entitled to act in the interests of NEXTDC as the beneficial owner and intended registered holder of Your Securities;
  - (11) agreed to do all such acts, matters and things that NEXTDC may require to give effect to the matters the subject of this clause 9.5(b) (including the execution of a written form of proxy to the same effect as this clause 9.5(b) which complies in all respects with the requirements of the constitution of APDC) if requested by NEXTDC;
  - (12) agreed to indemnify NEXTDC in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result of you not producing your Holder Identification Number or securityholder Reference Number or in consequence of the transfer of your Acceptance Securities to NEXTDC being registered by APDC without production of your Holder Identification Number or your securityholder Reference Number for Your Securities;
  - (13) represented and warranted to NEXTDC that, unless you have notified it in accordance with clause 9.1(f), Your Securities do not consist of separate parcels of Securities;
  - (14) irrevocably authorised NEXTDC (and any nominee) to transmit a message in accordance with Rule 14.17 of the ASX Settlement Operating Rules to transfer Your Securities to NEXTDC's Takeover Transferee Holding, regardless of whether it has paid the consideration due to you under this Offer; and
  - (15) agreed to execute all such documents, transfers and assurances, and do all such acts, matters and things that NEXTDC may consider

necessary or desirable to convey Your Securities registered in your name and Rights to NEXTDC.

- (c) The undertakings and authorities referred to in clause 9.5(b) will remain in force after you receive the consideration for Your Securities and after NEXTDC becomes registered as the holder of Your Securities.

## 9.6 Payment of consideration

- (a) Subject to this clause 9.6 and the Corporations Act, NEXTDC will provide the consideration due to you for Your Securities on or before the date which is seven Business Days after date your acceptance is received.
- (b) Where the Acceptance Form requires an additional document to be delivered with your Acceptance Form (such as a power of attorney):
- (1) if that document is given with your Acceptance Form, NEXTDC will provide the consideration in accordance with clause 9.6(a); and
  - (2) if that document is given after your Acceptance Form, NEXTDC will provide the consideration due to you on or before the date which is seven Business Days after that document is received.
- (c) If you accept this Offer, NEXTDC is entitled to all Rights in respect of Your Securities. NEXTDC may require you to provide all documents necessary to vest title to those Rights in NEXTDC, or otherwise to give it the benefit or value of those Rights. If you do not give those documents to NEXTDC, or if you have (or any previous owner of Your Securities has) received the benefit of those Rights NEXTDC will deduct from the consideration otherwise due to you the amount (or value, as reasonably assessed by NEXTDC) of those Rights. However, no amount will be deducted in respect of the franking credits (if any) attached to the Rights.
- (d) The consideration payable by NEXTDC to you under the Offer will be paid to you by cheque in Australian currency. Cheques will be posted to you at your risk by ordinary mail (or in the case of overseas securityholders, by airmail) at the address as shown either, at the discretion of NEXTDC, on your Acceptance Form or the register copy supplied by APDC from time to time.
- (e) If at the time you accept the Offer, any authority, clearance or approval is required for you to receive any consideration for Your Securities, including (but not limited to) any authority, clearance or approval of:
- (1) the Reserve Bank of Australia (whether under the *Banking (Foreign) Exchange Regulations 1959* (Cth) or otherwise);
  - (2) the Minister for Foreign Affairs (whether under the *Charter of the United Nations Act 1945* (Cth), the *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth) or any other regulations made thereunder, or otherwise);
  - (3) the ATO; or;
  - (4) any other person as required by any other law of Australia that would make it unlawful for NEXTDC to provide any consideration for Your Securities,

then you will not be entitled to receive any consideration for Your Securities until all requisite authorities, clearances or approvals have been received by NEXTDC.



- (f) If any amount (**Withholding Amount**) is determined by NEXTDC as being required under any law to be:
- (1) withheld from any consideration otherwise payable to you under this Offer and paid to a public authority;
  - (2) retained by NEXTDC out of any consideration otherwise payable to you under this Offer; or
  - (3) paid by NEXTDC to the Commissioner in accordance with Subdivision 14-D of Schedule 1 of the TAA 1953,

NEXTDC may withhold or retain the Withholding Amount and the withholding, retention or payment by NEXTDC of the Withholding Amount (as applicable) will constitute full discharge of NEXTDC's obligation to pay the consideration to you to the extent of the Withholding Amount.

### 9.7 Withdrawal of this Offer

- (a) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions. If ASIC gives such consent, NEXTDC will give notice of the withdrawal to ASX and to APDC and will comply with any other conditions imposed by ASIC.
- (b) If the time this Offer is withdrawn, all contracts arising from acceptance of the Offer before it was withdrawn will remain enforceable.
- (c) A withdrawal pursuant to clause 9.7 will be deemed to take effect:
  - (1) if the withdrawal is not subject to conditions imposed by ASIC, on and after the date that consent in writing is given by ASIC; or
  - (2) if the withdrawal is subject to conditions imposed by ASIC, on and after the date those conditions are satisfied.

### 9.8 Variation of this Offer

NEXTDC may vary this Offer in accordance with the Corporations Act.

### 9.9 No stamp duty

Although, under current applicable stamp duty legislation, you should not be liable for stamp duty in respect of the transfer of Your Securities to NEXTDC under the Offer, should you become liable for stamp duty in respect of such transfer, NEXTDC will pay any stamp duty on the transfer of Your Securities to it.

### 9.10 Governing laws

This Offer and any contract that results from your acceptance of it are to be governed by the laws in force in New South Wales, Australia.

## 10 Definitions and interpretation

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### 10.1 Definitions

In this Bidder's Statement and in the Acceptance Form unless the context otherwise appears, the following terms have the meanings shown below:

<b>Term</b>	<b>Meaning</b>
<b>\$ or A\$</b>	Australian dollars, the lawful currency of the Commonwealth of Australia.
<b>360 Capital</b>	360 Capital Group (ASX:TGP).
<b>360 Capital Offer</b>	the off market takeover bid proposal by 360 Capital for all APDC Securities other than those already held by 360 Capital, as described in the 360 Capital ASX announcement dated 25 July 2017.
<b>Acceptance Form</b>	the acceptance form enclosed with this Bidder's Statement.
<b>APDC</b>	Asia Pacific Data Centre Group, being the 'stapled group' comprising APDC Holdings and APDC Trust whose shares and units are stapled together, and where appropriate, any of its Subsidiaries, and/or APDC Limited acting as responsible entity of APDC Trust.
<b>APDC Holdings</b>	Asia Pacific Data Centre Holdings Limited ACN 159 621 735.
<b>APDC Holdings Board</b>	the board of directors of APDC Holdings.
<b>APDC Limited</b>	Asia Pacific Data Centre Limited ACN 159 624 585.
<b>APDC Limited Board</b>	the board of directors of APDC Limited.
<b>APDC Trust</b>	Asia Pacific Data Centre Trust ARSN 161 049 556.
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	as the context requires, ASX Limited ABN 98 008 624 691 or

Term	Meaning
	the securities market conducted by it.
<b>ASX Settlement</b>	ASX Settlement Pty Limited ABN 49 008 504 532.
<b>ASX Settlement Operating Rules</b>	the operating rules of ASX Settlement which govern the administration of the Clearing House Electronic Sub register System.
<b>ATO</b>	Australian Taxation Office.
<b>Bid Period</b>	starts when this Bidder's Statement is given to APDC and ends: <ul style="list-style-type: none"> <li>• 1 month later if no offers are made under the Offer; or</li> <li>• at the end of the Offer Period.</li> </ul>
<b>Bidder's Statement</b>	this document, being the statement of NEXTDC under Part 6.5 Division 2 of the Corporations Act relating to the Offer.
<b>Business Day</b>	a day on which banks are open for business in Sydney, excluding a Saturday, Sunday or public holiday.
<b>CGT</b>	capital gains tax.
<b>CGT Withholding Amount</b>	the amount (if any) that NEXTDC is liable to pay to the Commissioner under section 14-200 of Schedule 1 to the TAA 1953. A Variation Notice provided to NEXTDC at the time of acceptance of the Offer will be taken into account in determining that liability and amount.
<b>CHESS Holding</b>	a number of Securities which are registered on APDC Security register being a register administered by the ASX Settlement Pty Limited and which records uncertificated holdings of Securities.
<b>Commissioner</b>	the Commissioner of Taxation.
<b>Controlling Participant</b>	in relation to Your Securities, has the same meaning as in the ASX Settlement Operating Rules.

<b>Term</b>	<b>Meaning</b>
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Holder Identification Number</b>	has the same meaning as in the ASX Settlement Operating Rules.
<b>Interest Declaration</b>	a declaration of the kind referred to in clause 7.4(c)(2).
<b>Issuer Sponsored Holdings</b>	a holding of Securities on APDC issuer sponsored subregister.
<b>Listing Rules</b>	the Official Listing Rules of ASX, as amended and waived by ASX from time to time.
<b>NEXTDC</b>	NEXTDC Limited (ACN 143 582 521) (ASX:NXT).
<b>Offer</b>	the offer for Securities under the terms and conditions contained in clause 9 of this Bidder's Statement
<b>Offer Period</b>	the period during which the Offer will remain open for acceptance in accordance with clause 9.2 of this Bidder's Statement.
<b>Participant</b>	an entity admitted to participate in the Clearing House Electronic Sub-register System under Rule 4.3.1 and 4.4.1 of the ASX Settlement Operating Rules.
<b>Properties</b>	the properties directly or indirectly owned by APDC as at the date of this Bidder's Statement.
<b>Register Date</b>	the date set by NEXTDC under section 633(2) of the Corporations Act, being 31 July 2017.
<b>Relevant Foreign Resident Declaration Form</b>	the form to be sent with this Bidder's Statement to each APDC Securityholder which NEXTDC has determined is a 'relevant foreign resident' for the purposes of Division 14-D of Schedule 1 of the TAA 1953.
<b>Relevant Interest</b>	has the meaning in section 9 of the Corporations Act.

Term	Meaning
<b>Residency Declaration</b>	a declaration of the kind referred to in clause 7.4(c)(1).
<b>Rights</b>	all accreditations, rights or benefits of whatever kind attaching or arising from Securities directly or indirectly at or after the date of this Bidder's Statement (including, but not limited to, all dividends and distributions and all rights to receive them or rights to receive or subscribe for Securities, notes, bonds, options or other securities declared, paid or issued by APDC or any of its Subsidiaries).
<b>Security</b>	fully paid stapled security in the capital of APDC.
<b>Securityholder Reference Number</b>	has the same meaning as in the ASX Settlement Operating Rules.
<b>Subsidiary</b>	<p>has the meaning given to that term in the Corporations Act, provided that:</p> <ol style="list-style-type: none"> <li>1 an entity will also be deemed to be a Subsidiary of a body corporate if it is controlled (within the meaning of that term provided by Pt 1.2, Div 6 of the Corporations Act) by that body corporate; and</li> <li>2 a trust may be a Subsidiary (for the purposes of which a unit or other beneficial interest will be deemed to be a share in the capital of a body corporate) and a body corporate or a trust may be a Subsidiary of a trust.</li> </ol>
<b>TAA 1953</b>	the <i>Taxation Administration Act 1953</i> (Cth).
<b>Takeover Bid</b>	the off-market takeover bid constituted by the dispatch of the Offers in accordance with the Corporations Act.
<b>Takeover Transferee Holding</b>	has the same meaning as in the ASX Settlement Operating Rules
<b>Variation Notice</b>	a notice issued by the Commissioner under section 14-235 of Schedule 1 to the TAA 1953.
<b>Your Securities</b>	subject to clause 9.1(e) and clause 9.1(f), the Securities (a) in respect of which you are registered, or entitled to be registered, as holder in the register of securityholders of APDC at the open of business Sydney time) on the Register Date, or (b) to which you are able to give good title at the time you accept this Offer

Term	Meaning
	during the Offer Period.

## 10.2 Interpretation

In this Bidder's Statement and in the Acceptance Form, unless the context otherwise appears:

- (a) words and phrases have the same meaning (if any) given to them in the Corporations Act;
- (b) words importing a gender include any gender;
- (c) words importing the singular include the plural and vice versa;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
- (e) a reference to a clause, attachment and schedule is a reference to a clause of and an attachment and schedule to this Bidder's Statement as relevant;
- (f) a reference to any statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances, or by laws amending, varying, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (g) headings and bold type are for convenience only and do not affect the interpretation of this Bidder's Statement;
- (h) a reference to time is a reference to time in Sydney, Australia;
- (i) a reference to writing includes facsimile transmissions; and
- (j) a reference to dollars, \$, A\$, cents, ¢ and currency is a reference to the lawful currency of the Commonwealth of Australia.

## 11 Approval of Bidder's Statement

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This Bidder's Statement has been approved by a resolution passed by the directors of NEXTDC.

**Dated** 8 August 2017

Signed for and on behalf of

**NEXTDC Limited**

by

A handwritten signature in black ink, appearing to read 'D. Flynn', with a long horizontal stroke extending to the right.

**Doug Flynn**

Independent Chairman

## Corporate directory

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### **NEXTDC Limited**

Level 6, 100 Creek Street  
Brisbane QLD 4000  
Australia

### **Financial Adviser**

Cadence Advisory  
18 Esther Road  
Mosman NSW 2088  
Australia

### **NEXTDC Share Registry**

Link Market Services Limited  
Level 15, 324 Queen Street  
Brisbane QLD 4000  
Australia

### **Legal Adviser**

Herbert Smith Freehills  
ANZ Tower, 161 Castlereagh Street  
Sydney NSW 2000  
Australia

### **NEXTDC Offer Information Line**

1300 795 998 (within Australia)  
+61 1300 795 998 (outside Australia)