

15 November 2023

ASX Market Announcements Office
ASX Limited

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ADDENDUM TO NOTICE OF ANNUAL GENERAL MEETING

Midway Limited (**MWY**) advises that, due to oversight, it did not lodge a draft of MWY's notice of 2023 annual general meeting (released to the market on 27 October 2023) with ASX for review in accordance with Listing Rule 15.1.4, and that certain content required in that notice of meeting in accordance with Listing Rule 10.14 (concerning Item 5 – Issue of Performance Rights to MWY's Managing Director and Chief Executive Officer, Tony McKenna) was omitted.

Accordingly, an Addendum to the notice of meeting, containing the omitted information and a corrected voting exclusion statement, is attached.

There is no change to the venue or time of the annual general meeting as announced on 27 October 2023. Any shareholder who has already submitted a proxy is not required to resubmit a proxy, unless they wish to alter their vote. Please see instructions in the Addendum and in the original notice of meeting.

Midway apologises for the inconvenience caused.

This announcement has been approved by the Board of Midway.

MIDWAY LIMITED

ADDENDUM TO 2023 NOTICE OF ANNUAL GENERAL MEETING

Midway Limited (**Company**) gives notice to shareholders of amendments to the explanatory memorandum (**Explanatory Memorandum**) accompanying, and forming part of, the Notice of Annual General Meeting dated 20 October 2023 (**Notice**) for the annual general meeting of the Company to be held as a hybrid general meeting on Thursday 30 November 2023 commencing at 10:00am (AEDT) (**Meeting**).

This Addendum is supplemental to the original Notice and Explanatory Memorandum and should be read together with the Notice and Explanatory Memorandum. To the extent of any inconsistency, this Addendum will prevail over the original Notice and Explanatory Memorandum.

The Company confirms that in issuing this Addendum there is no change to the venue, time and date of the Meeting. The AGM will be held as a hybrid meeting and shareholders can fully participate in the AGM, including asking questions in person or online, as set out in the original Notice.

BACKGROUND

This Addendum is issued in respect of the information contained in the Explanatory Memorandum concerning Item 5 - Issue of Performance Rights to the Company's Managing Director and CEO, Mr. Tony McKenna.

Due to an oversight, the Company did not lodge the Notice with ASX for review in accordance with Listing Rule 15.1.4, and certain required content concerning Item 5 was omitted. Accordingly, the purpose of this Addendum is to supplement and restate the contents of the Explanatory Memorandum for the purposes of Item 5 in the Notice.

SUPPLEMENT TO ITEM 5 OF THE EXPLANATORY MEMORANDUM: ISSUE OF PERFORMANCE RIGHTS TO TONY MCKENNA

The disclosures and additional wording set out below are to be inserted in Item 5 of the Explanatory Memorandum.

Resolution proposed

Shareholders are being asked to approve, for the purposes of ASX Listing Rule 10.14, and for all other purposes, the grant of 587,521 Performance Rights to Tony McKenna under the Company's Long Term Incentive Plan (**LTIP**) for a performance period from 1 July 2023 to 30 June 2026, and the subsequent issue or transfer of ordinary shares on vesting of those Performance Rights, on the terms set out in the Explanatory Memorandum to this Notice.

ASX Listing Rule 10.14 requires the Company to obtain shareholder approval for the issue of securities to a director under an employee incentive scheme. The Company wishes to

have flexibility to satisfy Performance Rights by way of issuing new shares or acquiring shares on-market.

As Tony McKenna is the Managing Director of the Company, he is a person referred to in ASX Listing Rule 10.14.1.

There is no change proposed to the original resolution proposed in the Notice and the above information is provided by way of background only.

What is Tony McKenna's current total remuneration package?

Tony McKenna's total remuneration package for the year ending 30 June 2024 is:

	\$
Salary	551,712
Superannuation	27,500
Base remuneration	579,212
Short term incentive (30% of base remuneration) (cash)	173,764
Long term incentive (70% of base remuneration) (to be delivered as Performance Rights, subject to shareholder approval)	405,448
Total maximum opportunity (including the Performance Rights)	1,158,424

What value does Midway attribute to each performance right and why?

The Performance Rights represent Tony McKenna's at-risk equity-based remuneration for the performance period.

The basis for the number of Performance Rights to be granted has been calculated by dividing \$405,448 (being 70% of Tony McKenna's current annual fixed base remuneration) by \$0.6901 per Performance Right, being the volume weighted average price that Midway ordinary shares traded on ASX during the 30 business days up to and including 30 June 2023.

That value has been selected as, in the opinion of the Board, it represents the fair value of Midway shares at the start of the three-year performance period and is appropriate to use to calculate the number of Performance Rights proposed for issue, as the at-risk equity-based component of Tony McKenna's current total remuneration package.

The maximum number of Performance Rights has been calculated based on the reward framework which is designed to align executive reward to shareholders' interests. The grant value was set by the Board having regard to Tony McKenna's overall remuneration package, the nature of his position, the purpose of the incentive component in the Company's remuneration strategy and the Board's assessment regarding current market practice.

The actual value (if any) that Tony McKenna will receive from this grant cannot be determined until the end of the relevant measurement period and will depend on the extent to which the performance conditions are achieved, and the Company's share price at the time of vesting.

Key terms of the Performance Rights

An overview of the key terms of the proposed grant of Performance Rights to Tony McKenna under the FY24 LTIP are summarised below.

Please see Annexure A for a general summary of the LTIP.

Nature of Performance Rights

Each Performance Right constitutes a conditional right to receive one Midway share, subject to the LTIP Rules and subject also to satisfaction of the relevant vesting conditions.

The actual number of shares that Tony McKenna will receive will depend on the extent to which the relevant performance hurdle is met.

Vested Performance Rights must be fulfilled by Midway issuing the relevant number of shares or purchasing them on-market. It is not intended that vested Performance Rights will be cash settled.

Grant Date

Subject to shareholder approval, it is anticipated that the Company will grant the Performance Rights to Tony McKenna as soon as practical after the AGM, and in any event within 12 months after the date of the AGM.

Performance Hurdle/Vesting

The percentage of Performance Rights that may vest at the end of the performance period will depend on Midway's total shareholder return (**TSR**) over the performance period (being the 3-year period 1 July 2023 to 30 June 2026) relative to a comparator group of companies in the S&P/ASX 300 Index, excluding mining and energy companies.

TSR represents the compound growth in the share price of a company over the performance period, plus dividends, assuming those dividends are immediately reinvested in that company.

If Midway's TSR is:

- Less than the median of the comparator group, no Performance Rights will vest;
- At the median of the comparator group, 50% of the Performance Rights will vest;
- Between the median and the 75th percentile of the comparator group, a straight-line pro-rata vesting of between 50% and 100% of the Performance Rights will occur; and
- Greater than 75th percentile of the comparator group, 100% of the Performance Rights will vest.

Performance Period

The performance period is the three-year period 1 July 2023 to 30 June 2026. The TSR of Midway shares, and the TSR of each share (or other comparable equity security) making up the comparator group, will be measured over the performance period.

Any Performance Rights that do not vest following testing will lapse.

Settlement of Performance Rights upon vesting

Following determination of the extent to which the Vesting Conditions have been satisfied (at the end of the Performance Period), one Midway share will be allocated for each Performance Right that vests.

The Company's obligation to allocate shares on vesting of Performance Rights may be satisfied by issuing new shares or acquiring shares on-market.

Price payable

As Tony McKenna's proposed Performance Rights grant forms part of his total remuneration package, the Performance Rights will be granted at no cost to him. No amount is payable on vesting of the Performance Rights or in respect of any Shares allocated on exercise of vested Performance Rights.

Cessation of Employment

Where Tony McKenna ceases employment prior to Performance Rights vesting, the treatment will depend on the circumstances of cessation.

Where employment ceases due to resignation or termination for cause (including gross misconduct), all unvested Performance Rights will be forfeited upon cessation, unless the Board decides otherwise.

Where employment ceases for any other reason prior to Performance Rights vesting, all unvested Performance Rights will generally continue "on-foot" and may vest at the end of the vesting period to the extent that the relevant vesting conditions have been satisfied, subject to clawback criteria.

Entitlement to Dividends

No dividends will be paid on the Performance Rights prior to vesting.

Trading restrictions

Shares allocated on vesting of Performance Rights will not be subject to any further trading restrictions other than the Company's Securities Trading Policy.

Tony McKenna is prohibited from hedging the share price exposure in respect of the Performance Rights during the performance period applicable to those Performance Rights.

Change of control and variations of capital

In the event of a takeover offer for the Company or any other transaction resulting in a change of control of the Company, the Board may determine, in its absolute discretion, the appropriate treatment regarding any unvested Performance Rights. Such a determination may involve the waiver (wholly or in part) of the performance hurdle applicable to the Performance Rights, or the lapse of some or all of the Performance Rights.

In the event of a variation of the Company's share capital or other reorganisation (such as a subdivision, consolidation, reduction, rights issue, bonus issue or special dividend (for example of the type foreshadowed in Midway's announcement of 30 June 2022 *Capital Management Review*)) prior to the vesting of the Performance Rights, the number of Performance Rights may be adjusted in the manner determined by the Board, and to the

extent required, in accordance with the ASX Listing Rules. The exercise of the Board's discretion is to be informed by the principle that Tony McKenna does not enjoy a windfall gain and does not suffer a material detriment as a result of any corporate action.

When will Tony McKenna receive Midway shares if any of the Performance Rights vest?

Following determination of the extent to which the Vesting Conditions have been satisfied (at the end of the Performance Period), one Share (subject to any adjustment as contemplated above) will be allocated for each Performance Right that vests.

The Company's obligation to allocate Shares on vesting of Performance Rights may be satisfied by issuing new Shares or acquiring Shares on-market.

Do the Performance Rights carry voting rights?

The Performance Rights do not carry any voting rights.

What if there is fraud, dishonesty, misconduct, or financial misstatement?

The Board has discretion to reduce or cancel the Performance Rights or require Tony McKenna to repay to Midway the market value of the shares post-vesting in certain circumstances. These circumstances include fraud, dishonesty, misconduct, and financial misstatement such that the Performance Rights should not have vested.

Will Tony McKenna receive any loan in relation to the Performance Rights?

No loan will be made in connection with the grant of Performance Rights.

Other information required by Listing Rule 10.15

A total of 721,436 Options and 89,227 Performance Rights have previously been issued to Tony McKenna under the LTIP. No monies or other amounts have been paid for these Performance Rights.

Details of any Performance Rights issued under the LTIP will be published in Midway's annual report for the year ending 30 June 2024, along with a statement that approval for the issue was obtained under listing rule 10.14.

At the date of the Notice, Tony McKenna is the only Director eligible to participate in the LTIP. Any additional persons for whom approval is required under ASX Listing Rule 10.14 to participate in the LTIP after this resolution is approved and who were not named in the Notice, will not participate until approval is obtained in accordance with ASX Listing Rule 10.14.

Approval of this resolution will also result in the Performance Rights granted under the LTIP to Tony McKenna being included as an exception to ASX Listing Rule 7.1. This means the Performance Rights granted under the LTIP to Tony McKenna, and any shares issued pursuant to this approval, will not use up part of the 15 per cent issue capacity available under ASX Listing Rule 7.1.

VOTING EXCLUSION STATEMENT

A voting exclusion applies to Item 5. The voting exclusion is set out below.

The Company will disregard any votes cast in favour of Item 5 by or on behalf of Tony McKenna (being the only current director who is eligible to participate in the LTIP) or any of his associates.

However, this does not apply to a vote cast in favour of Item 5 by:

- a person as proxy or attorney for a person who is entitled to vote on Item 5, in accordance with directions given to the proxy or attorney to vote on Item 5 in that way,
- the chair of the meeting as proxy or attorney for a person who is entitled to vote on Item 5, in accordance with a direction given to the chair to vote on Item 5 as the chair decides;
- a holder acting solely in a nominee, trustee, custodian or other fiduciary capacity on behalf of a beneficiary provided that:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of the person excluded from voting, on the resolution; and
 - the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

In addition, as previously stated in the Explanatory Memorandum, a vote must not be cast on Item 5 by any person who is a KMP member at the time Item 5 is voted on at the AGM, or by any of their closely related parties, acting as proxy for a person entitled to vote, if their appointment does not specify the way the proxy is to vote on Item 5. This restriction on voting undirected proxies does not apply to the Chair acting as proxy for a person entitled to vote on Item 5 because the Company's proxy appointment expressly authorises the Chair to exercise undirected proxies.

IMPORTANT NOTICE

This Addendum should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

VOTING INFORMATION

Any shareholder who has already submitted a proxy for Item 5 is not required to resubmit a proxy as a result of this Addendum, unless any shareholder wishes to alter their vote .

Any shareholder wishing to lodge a revised proxy form may:

- lodge a revised proxy form online by visiting the website www.investorvote.com.au and following the instructions provided in the original Notice; or
- obtain another proxy form by calling Computershare on 1300 850 505.

Completed proxy appointments must be lodged online, or received by the Company or Computershare, by no later than 10.00am (AEDT) on Tuesday, 28 November 2023. All proxy appointment forms received to date by the Company will be treated as valid unless a revised proxy appointment form is received by this time.

This Addendum has been approved by the Board of Midway and is dated 15 November 2023.

Annexure A – Summary of Key Terms of the Midway Long Term Incentive Plan (LTIP)

Key terms	Detail
Purpose	The LTIP allows the Board to offer Shares, Options or Performance Rights to eligible employees which provide the opportunity to acquire fully paid ordinary shares in the Company (Shares) for the purposes of attracting, motivating and retaining key employees.
Eligible employees	The Board may offer Option, Performance Rights or Shares to any employee of a Group company, including a director of the Company, or any other person the Board considers eligible. The Company will seek Shareholder approval for participation of any Directors in the LTIP if required by the ASX Listing Rules.
Performance Rights	Each Performance Right is a right to acquire a Share (or a cash payment of equivalent value at the discretion of the Board), subject to satisfaction of any applicable performance and/or service-related conditions. The Board will determine the terms of the Performance Rights for each offer. Each offer under the LTIP will specify the maximum number or value of Shares that the participant may be granted. Performance Rights do not carry any dividend or voting rights, or in general, a right to participate in other corporate actions such as rights or bonus issues. Performance Rights are not transferable (except in limited circumstances or with the consent of the Board).
Reorganisation event	In the event of any reorganisation of the issued capital of the Company, the Performance Rights will be reconstructed in accordance with the requirements of the ASX Listing Rules applicable to a reconstruction of capital at the time of the reorganisation.
Vesting period and conditions	The Board may determine vesting conditions, which may include performance and/or service-related conditions, that must be satisfied before the Performance Rights vest. The vesting conditions will be measured and tested over a vesting period determined by the Board.
Allocation of Shares	The Company may issue new Shares or procure the acquisition of Shares on-market to allocate Shares to participants following vesting and exercise (whether automatic or otherwise) of Performance Rights.
Other terms	The Board may determine any additional terms applicable to the Performance Rights or allocated Shares, including any disposal restrictions that apply, as well as any other vesting or lapsing conditions.
Cessation of employment	In general, where a participant ceases employment with the Company prior to Performance Rights vesting, the treatment will depend on the circumstances of cessation. Where the participant ceases employment due to resignation or termination for cause (including gross misconduct), all unvested Performance Rights will be forfeited upon cessation.

	Where a participant ceases employment for any other reason prior to Performance Rights vesting, all unvested Performance Rights will generally continue "on-foot" and may vest at the end of the vesting period to the extent that the relevant vesting conditions have been satisfied. The Board retains discretion to apply any other treatment it deems appropriate in the circumstances (including that a specified number of Performance Rights may vest either at cessation or at the end of the original vesting period, or that some or all of the Performance Rights will be forfeited).
Change of control	In general, where a change of control occurs (e.g., a takeover, scheme of arrangement), a pro rata portion of a participant's unvested Performance Rights (based on the amount of the relevant vesting period which has elapsed before the event) will vest at the time of the event. The Board retains discretion to determine that all or a specified number of unvested Performance Rights vest.
Malus and clawback	The LTIP provides the Board may make any determination in respect of a participant's Performance Rights or Shares allocated under the LTIP, including forfeiture of Performance Rights or Shares, to ensure that no unfair benefit is obtained by a participant. The circumstances in which the Board may make a determination include (but are not limited to) fraud, dishonesty or gross misconduct.
Plan administration	The LTIP is administered by the Board. The Board may make regulations and determine procedures to administer and implement the LTIP and may also terminate or suspend the operation of the LTIP at its discretion. The Board retains discretion to delegate its powers or discretions under the LTIP to any person or committee for a period and on the terms it decides.
Amendment	The Board may at any time amend the rules governing the operation of the LTIP or waive or modify the application of the rules in relation to any participant. However, the Board may not amend the rules in a way that would decrease a participant's rights in respect of options acquired by them, other than amendments required to comply or conform to legislation or listing rules, to correct any manifest error or mistake or to take into account any possible adverse tax implications.
Termination	The LTIP may be terminated or suspended at any time by a resolution of the Board, provided the termination or suspension does not materially adversely affect the rights of persons holding Shares, Options or Performance Rights issued under the LTIP at that time.

A copy of the Midway Long Term Incentive Plan Rules is available from the Company Secretary upon request.