

# Form 603

## Corporations Act 2001 Section 671B

### Notice of initial substantial holder

To: Company Name/Scheme      LawFinance Limited (formerly JustKapital Limited)  
ACN/ARSN                              088 749 008

#### 1. Details of substantial holder (1)

Name                                      LawFinance Limited (formerly JustKapital Limited) (**LawFinance**)  
ACN/ARSN (if applicable)              088 749 008

The holder became a substantial holder on 7 November 2018

#### 2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	224,407,099	224,407,099	46.6%

#### 3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
LawFinance	Relevant interest under section 608(1)(b)-(c) of the <i>Corporations Act 2001</i> (Cth) arising from the restriction on the disposal of shares and the power to control the exercise of voting rights attaching to those shares under voluntary escrow arrangements entered into with David Wattel and Mark Siegel. These voluntary escrow arrangements are disclosed in LawFinance's notice of extraordinary general meeting and explanatory memorandum dispatched to shareholders on 27 August 2018 and prospectus for a non-renounceable pro-rata rights issue dated 12 September 2018. The voluntary escrow deeds are attached as <b>Annexure A</b> .	215,097,403 ordinary shares
LawFinance	Relevant interest under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth) arising from the restriction on the disposal of shares under voluntary escrow arrangements entered into with the management of LawFinance. The shares issued to Prolex Holdings Limited (Timothy Storey), Diane Lesley Jones, Jarumitoti Pty Limited (Mike Hill) and Gabant Investments Pty Limited (Anthony Hersch) are held in escrow under the terms of their issue, as described in the Company's ASX announcement dated 18 September 2017 attached as <b>Annexure B</b> .	1,976,363 ordinary shares

LawFinance	Relevant interest under section 608(1)(b)-(c) of the <i>Corporations Act 2001</i> (Cth) arising from the restriction on the disposal of shares and the power to control the exercise of voting rights attaching to those shares under voluntary escrow arrangements entered into with Litman Holdings Pty. Ltd. The original voluntary escrow deed dated 1 June 2016 and the second voluntary escrow deed dated December 2016, which replaces the original voluntary escrow deed, are attached as <b>Annexure C</b> .	7,333,333 ordinary shares
------------	---	---------------------------

#### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
LawFinance	David Wattel	David Wattel	107,548,701 ordinary shares
LawFinance	Mark Siegel	Mark Siegel	107,548,702 ordinary shares
LawFinance	Prolex Holdings Limited	Timothy Storey	333,180 ordinary shares
LawFinance	Diane Lesley Jones	Diane Jones	719,366 ordinary shares
LawFinance	Jarumitoti Pty Limited	Mike Hill	166,590 ordinary shares
LawFinance	Gabant Investments Pty Limited	Anthony Hersch	757,227 ordinary shares
LawFinance	Litman Holdings Pty. Ltd.	Litman Holdings Pty. Ltd.	7,333,333 ordinary shares

#### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
LawFinance	7 November 2018	Nil		215,097,403 ordinary shares
LawFinance	21 December 2017	Nil		719,366 ordinary shares
LawFinance	21 December 2017	Nil		166,590 ordinary shares
LawFinance	21 December 2017	Nil		166,590 ordinary shares
LawFinance	21 December 2017	Nil		378,614 ordinary shares
LawFinance	7 November 2018	Nil		166,590 ordinary shares
LawFinance	7 November 2018	Nil		378,613 ordinary shares
LawFinance	22 December 2016	Nil		7,333,333 ordinary shares

## 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
JustKapital Litigation Pty Ltd ACN 168 872 606	Each is a subsidiary of, and controlled by, LawFinance.
JustKapital STL Pty Limited ACN 620 130 725	
JustKapital Litigation Insurance Pty Ltd ACN 606 427 356	
JustKapital Financing Pty Ltd ACN 606 427 294	
JustKapital NHF Holdings Pty Ltd ACN 626 637 241	
JustKapital NHF USA Holdings, LLC	
JKL1 LLC	
JustKapital Portfolio Pty Ltd ACN 612 224 521	
JustKapital Co-funding No 1 Pty Ltd ACN 612 779 718	
JustKapital Litigation Partners (NZ) Limited NZBN 9429041261637	

## 7. Addresses

The addresses of the persons named in this form are as follows:

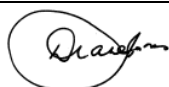
Name	Address
LawFinance	Suite 1B, Level 16, 56 Pitt Street Sydney NSW 2000
JustKapital Litigation Pty Ltd ACN 168 872 606	
JustKapital STL Pty Limited ACN 620 130 725	
JustKapital Litigation Insurance Pty Ltd ACN 606 427 356	
JustKapital Financing Pty Ltd ACN 606 427 294	
JustKapital NHF Holdings Pty Ltd ACN 626 637 241	
JustKapital NHF USA Holdings, LLC	
JKL1 LLC	
JustKapital Portfolio Pty Ltd ACN 612 224 521	
JustKapital Co-funding No 1 Pty Ltd ACN 612 779 718	
JustKapital Litigation Partners (NZ) Limited NZBN 9429041261637	
David Wattel	4715 N. Launfal Avenue, Phoenix, Arizona
Mark Siegel	6615 N. 66 <sup>th</sup> Place, Paradise Valley, Arizona, 85253
Litman Holdings Pty. Ltd. ACN 133 560 068	Level 4, Suite 2, 280 George Street, Sydney NSW 2001
Prolex Holdings Limited	c/- Alderton Mackenzie 97 Shortland Street Auckland 1140 NZ
Diane Lesley Jones	46 Jellicoe Street Hurstville Grove NSW 2220
Jarumitoti Pty Limited (ACN: 161 949 757)	17 Coolong Road Vaucluse NSW 2030
Gabant Investments Pty Limited (ACN: 142 395 220)	86 Onslow Street Rose Bay NSW 2029

## Signature

print name Diane Jones

capacity Chief Executive Officer

sign here



date 8 November 2018

## DIRECTIONS

If there are a number of substantial holders with similar or related relevant interests (eg, a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.

- (1) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

- (3) The voting shares of a company constitute one class unless divided into separate classes.
- (4) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of the relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
- (8) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (9)
-

**Annexure A**

This is Annexure A of 30 pages referred to in the Form 603 (Notice of initial substantial holder) in respect of LawFinance Limited ACN 088 749 008 (formerly JustKapital Limited), signed by me and dated 8 November 2018.

A handwritten signature in black ink, appearing to read 'Diane Jones', enclosed within a large, loopy circular flourish.

---

Diane Jones  
Chief Executive Officer

---

JustKapital Limited

---

Mark Siegel

---

# Voluntary Escrow Deed

# Contents

<b>1</b>	<b>Definitions</b>	<b>1</b>
<b>2</b>	<b>Escrow Restrictions</b>	<b>3</b>
2.1	Voting of Voluntary Escrow Shares	3
2.2	Exception- voting	3
2.3	Disposal of Voluntary Escrow Shares	4
2.4	Exceptions - Disposal	4
2.5	Notice	5
<b>3</b>	<b>Warranties</b>	<b>5</b>
3.1	Giving of warranties	5
3.2	Warranties of the Holder	5
3.3	Breach of warranties	6
<b>4</b>	<b>Holding Locks</b>	<b>6</b>
4.1	Agreement to Holding Locks	6
4.2	Application of Holding Lock	6
4.3	Removal of Holding Lock	6
<b>5</b>	<b>Permitted dealings with the Voluntary Escrow Shares</b>	<b>7</b>
<b>6</b>	<b>Breach</b>	<b>7</b>
6.1	Prevention of anticipated breach	7
6.2	Consequences of breach	7
<b>7</b>	<b>Amendment</b>	<b>7</b>
<b>8</b>	<b>Capacity</b>	<b>8</b>
<b>9</b>	<b>General</b>	<b>8</b>
9.1	Governing Law	8
9.2	Further assurances	8
9.3	Counterparts	9
9.4	Time of essence	9
9.5	Notice	9
<b>10</b>	<b>Rules for interpreting this document</b>	<b>10</b>
10.1	Headings	10
10.2	Multiple parties	11
10.3	Compliance with ASX Listing Rules	11
	<b>Execution</b>	<b>12</b>

**Date 27 September 2018**

## Parties

**JustKapital Limited** ACN 088 749 008 of Level 16, 56 Pitt Street, Sydney NSW 2000  
(**Company**)

**Mark Siegel** of 6615 N. 66th Place, Paradise Valley, Arizona, 85253 (**Holder**)

---

## Background

- A The Company is admitted to the official list of the ASX and proposes to issue the Voluntary Escrow Shares to the Holder, subject to shareholder approval.
  - B The Holder agrees to escrow all of the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this document.
- 

## Agreed terms

### 1 Definitions

In this document these terms have the following meanings:

- |                        |   |
|------------------------|---|
| <b>Affiliate</b>       | Any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Holder (for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise) and Affiliated has the correlative meaning. |
| <b>Affiliated Fund</b> | Each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or that receives investment advice from the investment adviser to that Holder or any of their Affiliates or an investment adviser Affiliated with such investment adviser.  |



<b>ASX</b>	ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.
<b>ASX Listing Rules</b>	The listing rules of ASX.
<b>Business Day</b>	A day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Dispose</b>	<p>Includes:</p> <ul style="list-style-type: none"><li>(a) the meaning given by the ASX Listing Rules; and</li><li>(b) in relation to:<ul style="list-style-type: none"><li>(i) any Voluntary Escrow Shares; and</li><li>(ii) any interest in any entity that has a direct or indirect economic or other interest in the Voluntary Escrow Shares (<b>Upstream Interests</b>), to:<ul style="list-style-type: none"><li>A. sell, assign, transfer or otherwise dispose of any interest in the Voluntary Escrow Shares or any Upstream Interests;</li><li>B. encumber or grant a security interest over the Voluntary Escrow Shares or any Upstream Interests;</li><li>C. grant or exercise an option in respect of any Voluntary Escrow Shares or any Upstream Interests;</li><li>D. do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of, or economic interest in, any of the Voluntary Escrow Shares or any Upstream Interests; or</li><li>E. agree to do any of those things,</li></ul></li></ul></li></ul> <p>but does not include the grant of a Permitted Encumbrance.</p>
<b>Escrow Period</b>	A period commencing on the date of issue of the Voluntary Escrow Shares to the Holder and finishing on 31 December 2021.
<b>Financial Institution</b>	Has the meaning given to that term in <b>clause 2.4(c)</b> .

<b>Holding Lock</b>	Has the meaning given to that term in the ASX Listing Rules.
<b>Off-Market Bid</b>	Has the meaning given in the Corporations Act.
<b>Person</b>	Any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.
<b>Share</b>	A fully paid ordinary share in the capital of the Company.
<b>Takeover Bid</b>	Has the meaning given to that term in the Corporations Act.
<b>Trust</b>	Has the meaning given to that term in <b>clause 3.2(e)</b> .
<b>Trustee</b>	Has the meaning given to that term in <b>clause 3.2(e)</b> .
<b>Voluntary Escrow Deed</b>	A voluntary escrow deed entered into by the Company and includes any non-disposal deed entered into by a member of senior management or the board of directors of the Company.
<b>Voluntary Escrow Shares</b>	107,548,702 Shares held by the Holder.

## 2 Escrow Restrictions

### 2.1 Voting of Voluntary Escrow Shares

Subject to **clause 2.2** during the Escrow Period, the Holder must not vote of, or agree or offer to exercise any voting rights attaching to the their Voluntary Escrow Shares.

### 2.2 Exception - voting

The Holder may vote the Escrow Shares in respect of only the following resolutions or proposed resolutions:

- (a) to approve the issue of Shares at a price per Share which is less than 70 per cent of the market price at the date of the first public announcement of the terms of such issue;
- (b) to remove or appoint Mark Siegel as a director of the Company;
- (c) to approve a merger by scheme of arrangement under Part 5.1 of the Corporations Act;
- (d) to approve transaction under ASX Listing Rule 11.1 or 11.2; or
- (e) to approve an allotment or transfer of Shares under item 7 of section 611 of the Corporations Act.

Nothing in this **clause 2.2** is intended to vary the regulation of voting rights in the ASX Listing Rules, the Constitutions or the Corporations Act.

## 2.3 Disposal of Voluntary Escrow Shares

Subject to **clause 2.4**, during the Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, their Voluntary Escrow Shares.

## 2.4 Exceptions - Disposal

- (a) To enable the Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares or to enable the Voluntary Escrow Shares to be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Company must remove the Holding Lock on the Voluntary Escrow Shares during the Escrow Period if any of the following conditions are met:
  - (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed have accepted the Takeover Bid or the Takeover Bid is declared unconditional;
  - (ii) in the case of an Off-Market Bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Voluntary Escrow Share that is not bought by the bidder under the Off-Market Bid; and
  - (iii) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be re-applied if the merger does not take effect.
- (b) During the Escrow Period, the Holder may deal in any of its Voluntary Escrow Shares to the extent the dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this document, during the Escrow Period, the Holder may encumber any (or all) of their Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
  - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
  - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this document as if the Financial Institution were a party to this document.
- (d) Notwithstanding any condition to the contrary in this document, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Shares to an Affiliate or an Affiliated Fund of the Holder provided such Affiliate or Affiliated Fund transferee agrees to

be bound by the terms of this document by entering into such further agreements as the Company may reasonably require.

## **2.5 Notice**

If the Holder becomes aware:

- (a) that a dealing in any of their Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

# **3 Warranties**

## **3.1 Giving of warranties**

Each of the warranties in this **clause 3** is given in favour of the Company, as at:

- (a) the date of this document; and
- (b) at all times until expiry of the Escrow Period.

The warranties in this **clause 3** are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted dealing in accordance with **clause 2.4**.

## **3.2 Warranties of the Holder**

The Holder warrants the following:

- (a) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach **clause 2** of this document;
- (b) any controller (as defined in the ASX Listing Rules), if any, in respect of its Voluntary Escrow Shares, and who is not described in this document and is not a party to this document, comes within an exception set out in rule 9.1.4 of the ASX Listing Rules;
- (c) the Holder holds or has a right now or in the future to hold, the Voluntary Escrow Shares;
- (d) the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (e) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this document (including, if the Holder has entered into this document as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (f) it has taken all necessary action to authorise the execution, delivery and performance of this document in accordance with its terms;

- (g) this document constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (h) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
- (i) if the Holder is a Trustee:
  - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this document and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that Trust; and
  - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettlement the Trust; and
- (j) the execution, delivery and performance by it of this document does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;
  - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
  - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

### **3.3 Breach of warranties**

A breach of any of the warranties in **clause 3** is a breach of the terms of this document.

## **4 Holding Locks**

### **4.1 Agreement to Holding Locks**

Subject to **clause 4.2**, the Holder agrees to the application of a Holding Lock to their Voluntary Escrow Shares.

### **4.2 Application of Holding Lock**

The Company must apply Holding Locks to the Voluntary Escrow Shares upon execution of this deed and may only remove a Holding Lock with respect to some or all of the Voluntary Escrow Shares if permitted under **clause 4.3**.

### **4.3 Removal of Holding Lock**

- (a) Upon request by the Holder, the Company must remove the Holding Lock with respect to that Holder's Voluntary Escrow Shares in order to facilitate a Disposal that is permitted under **clause 2.4**.

- (b) The Company must remove the Holding Locks with respect to Voluntary Escrow Shares on the Business Day after the end of the Escrow Period.

## 5 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in **clause 2**, nothing in this document restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder of the Voluntary Escrow Shares, including without limitation by:

- (a) receiving or being entitled to any dividend, return of capital or other distribution attaching to the Voluntary Escrow Shares; and
- (b) receiving or participating in any right or bonus issue in connection with the Voluntary Escrow Shares.

## 6 Breach

### 6.1 Prevention of anticipated breach

If it appears to the Company that the Holder may breach this document, the Company may take any steps necessary to prevent the breach, or to enforce this document as soon as it becomes aware of the potential breach.

### 6.2 Consequences of breach

If the Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary to enforce this document, or to rectify the breach;
- (b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company;
- (c) that Holder of the Voluntary Escrow Shares ceases to be entitled to any dividends or distributions while the breach continues; and
- (d) the parties agree that damages would be an insufficient remedy for breach of **clause 2.1** and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under **clause 2.1** (as applicable) without proof of actual damage and without prejudice to any of its other rights or remedies.

## 7 Amendment

This document can only be amended or replaced by another document executed by the parties.

## 8 Capacity

If the Holder has entered into this document as a Trustee:

- (a) notwithstanding any other provision of this document including any provision expressed to prevail over this **clause 8** but subject to **clause 8(c)**, that Holder enters into this document only in its capacity as Trustee of the Trust and in no other capacity. A liability arising under or in connection with this document can be enforced against that Holder only to the extent which it can be satisfied out of the property of the Trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this document;
- (b) subject to **clause 8(c)**, a party to this document may not sue the Holder in any capacity other than as Trustee in respect of the Trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this **clause 8** will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent, or elimination of, the Holder's right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of Trust.

## 9 General

### 9.1 Governing Law

- (a) This document is governed by the laws of New South Wales, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document.
- (c) Each of the parties to this document irrevocably waives:
  - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
  - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

### 9.2 Further assurances

Each party must do all things and execute all further documents required to give full effect to this document.

### 9.3 Counterparts

This document may be executed in any number of counterparts (including by facsimile or electronic transmission in "portable document format"). All counterparts, taken together, constitute one instrument. A party may execute this document by signing any counterpart.

### 9.4 Time of essence

Time is of the essence to this document.

### 9.5 Notice

A notice or other communication given under this document:

- (a) must be in legible writing and in English;
- (b) must be signed by a person duly authorised by the sender; and
- (c) must be addressed to the addressee at the address or email address set out below or to any other address or facsimile number a party notifies to the other under this clause:

- (i) if to the Company:

JustKapital Limited  
Level 16, 56 Pitt Street  
Sydney NSW 2000

Attention: Diane Jones

Email: [diane.jones@justkapital.com.au](mailto:diane.jones@justkapital.com.au)

copied to:

Corrs Chambers Westgarth  
Level 17, 8 Chifley  
8-12 Chifley Square  
Sydney NSW 2000

Attention: Andrew Lumsden

Email: [andrew.lumsden@corrs.com.au](mailto:andrew.lumsden@corrs.com.au)

- (ii) if to the Holder:

C/- National Health Finance, 1347 North Alma School Road, Suite  
150, Chandler, AZ 85224, USA

Attention: Mark Siegel

Email: [drmsiegel1@hotmail.com](mailto:drmsiegel1@hotmail.com)

- (d) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;



- (ii) if by post, three Business Days from and including the date of postage; or
  - (iii) if sent by email:
    - (A) when the sender receives an automated message confirming delivery; or
    - (B) ten hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,
- whichever happens first,
- but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

## 10 Rules for interpreting this document

### 10.1 Headings

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- (a) other than as expressly provided, a term or expression starting with a capital letter which is defined in the Corporations Act, but is not defined in the Definitions, has the meaning given to it in the Corporations Act;
- (b) a reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it;

- (c) a singular word includes the plural, and vice versa; and
- (d) the expression 'this document' includes the agreement, arrangement, understanding or transaction recorded in this document.

## **10.2 Multiple parties**

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party, then unless otherwise specified in this document:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them joint and severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

## **10.3 Compliance with ASX Listing Rules**

During the Escrow Period and for so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this document, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this document prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this document to contain a provision and it does not contain such a provision, this document is deemed to contain that provision;
- (e) if the ASX Listing Rules require this document not to contain a provision and it contains such a provision, this document is deemed not to contain that provision; and
- (f) if any provision of this document is or becomes inconsistent with the ASX Listing Rules, this document is deemed not to contain that provision to the extent of the inconsistency.


## Execution

**Executed** as a deed.

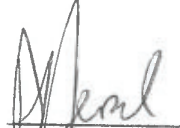
Executed by JustKapital Limited ACN )  
088 749 008 in accordance with section )  
127 of the Corporations Act 2001 (Cth): )

  
.....  
Company Secretary/Director

DIANE JONES  
.....  
Name of Company Secretary/Director  
(print)

  
.....  
Signature of witness

ELDON WILKINSON  
.....  
Name of witness

  
.....  
Signature of attorney

ANTHONY HOESLI  
.....  
Name of attorney

.....  
Director

.....  
Name of Director (print)

Executed by Mark Siegel in the )  
presence of: )  
)  
)

.....  
Witness

.....  
Name of Witness (print)

## Execution

**Executed** as a deed.

**Executed by JustKapital Limited ACN** )  
088 749 008 in accordance with section )  
127 of the *Corporations Act 2001* (Cth): )  
)

.....  
Company Secretary/Director

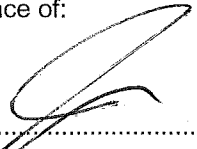
.....  
Director



.....  
Name of Company Secretary/Director  
(print)

.....  
Name of Director (print)

**Executed by Mark Siegel in the** )  
presence of: )  
)  
)

.....  
Witness

  
.....  
Name of Witness (print)

  
.....  


---

JustKapital Limited

---

David Wattel

---

# Voluntary Escrow Deed

# Contents

<b>1</b>	<b>Definitions</b>	<b>1</b>
<b>2</b>	<b>Escrow Restrictions</b>	<b>3</b>
2.1	Voting of Voluntary Escrow Shares	3
2.2	Exception- voting	3
2.3	Disposal of Voluntary Escrow Shares	4
2.4	Exceptions - Disposal	4
2.5	Notice	5
<b>3</b>	<b>Warranties</b>	<b>5</b>
3.1	Giving of warranties	5
3.2	Warranties of the Holder	5
3.3	Breach of warranties	6
<b>4</b>	<b>Holding Locks</b>	<b>6</b>
4.1	Agreement to Holding Locks	6
4.2	Application of Holding Lock	6
4.3	Removal of Holding Lock	6
<b>5</b>	<b>Permitted dealings with the Voluntary Escrow Shares</b>	<b>7</b>
<b>6</b>	<b>Breach</b>	<b>7</b>
6.1	Prevention of anticipated breach	7
6.2	Consequences of breach	7
<b>7</b>	<b>Amendment</b>	<b>7</b>
<b>8</b>	<b>Capacity</b>	<b>8</b>
<b>9</b>	<b>General</b>	<b>8</b>
9.1	Governing Law	8
9.2	Further assurances	8
9.3	Counterparts	9
9.4	Time of essence	9
9.5	Notice	9
<b>10</b>	<b>Rules for interpreting this document</b>	<b>10</b>
10.1	Headings	10
10.2	Multiple parties	11
10.3	Compliance with ASX Listing Rules	11
	<b>Execution</b>	<b>12</b>

**Date 27 September 2018**

## Parties

**JustKapital Limited** ACN 088 749 008 of Level 16, 56 Pitt Street, Sydney NSW 2000  
(**Company**)

**David Wattel** of 4715 N. Launfal Avenue, Phoenix, Arizona (**Holder**)

---

## Background

- A The Company is admitted to the official list of the ASX and proposes to issue the Voluntary Escrow Shares to the Holder, subject to shareholder approval.
  - B The Holder agrees to escrow all of the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this document.
- 

## Agreed terms

### 1 Definitions

In this document these terms have the following meanings:

- |                        |   |
|------------------------|---|
| <b>Affiliate</b>       | Any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Holder (for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise) and Affiliated has the correlative meaning. |
| <b>Affiliated Fund</b> | Each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or that receives investment advice from the investment adviser to that Holder or any of their Affiliates or an investment adviser Affiliated with such investment adviser.  |

<b>ASX</b>	ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.
<b>ASX Listing Rules</b>	The listing rules of ASX.
<b>Business Day</b>	A day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Dispose</b>	<p>Includes:</p> <ul style="list-style-type: none"><li>(a) the meaning given by the ASX Listing Rules; and</li><li>(b) in relation to:<ul style="list-style-type: none"><li>(i) any Voluntary Escrow Shares; and</li><li>(ii) any interest in any entity that has a direct or indirect economic or other interest in the Voluntary Escrow Shares (<b>Upstream Interests</b>), to:<ul style="list-style-type: none"><li>A. sell, assign, transfer or otherwise dispose of any interest in the Voluntary Escrow Shares or any Upstream Interests;</li><li>B. encumber or grant a security interest over the Voluntary Escrow Shares or any Upstream Interests;</li><li>C. grant or exercise an option in respect of any Voluntary Escrow Shares or any Upstream Interests;</li><li>D. do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of, or economic interest in, any of the Voluntary Escrow Shares or any Upstream Interests; or</li><li>E. agree to do any of those things,</li></ul></li></ul></li></ul> <p>but does not include the grant of a Permitted Encumbrance.</p>
<b>Escrow Period</b>	A period commencing on the date of issue of the Voluntary Escrow Shares to the Holder and finishing on 31 December 2021.
<b>Financial Institution</b>	Has the meaning given to that term in <b>clause 2.4(c)</b> .



<b>Holding Lock</b>	Has the meaning given to that term in the ASX Listing Rules.
<b>Off-Market Bid</b>	Has the meaning given in the Corporations Act.
<b>Person</b>	Any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.
<b>Share</b>	A fully paid ordinary share in the capital of the Company.
<b>Takeover Bid</b>	Has the meaning given to that term in the Corporations Act.
<b>Trust</b>	Has the meaning given to that term in <b>clause 3.2(e)</b> .
<b>Trustee</b>	Has the meaning given to that term in <b>clause 3.2(e)</b> .
<b>Voluntary Escrow Deed</b>	A voluntary escrow deed entered into by the Company and includes any non-disposal deed entered into by a member of senior management or the board of directors of the Company.
<b>Voluntary Escrow Shares</b>	107,548,701 Shares held by the Holder.

## 2 Escrow Restrictions

### 2.1 Voting of Voluntary Escrow Shares

Subject to **clause 2.2** during the Escrow Period, the Holder must not vote of, or agree or offer to exercise any voting rights attaching to the their Voluntary Escrow Shares.

### 2.2 Exception - voting

The Holder may vote the Escrow Shares in respect of only the following resolutions or proposed resolutions:

- (a) to approve the issue of Shares at a price per Share which is less than 70 per cent of the market price at the date of the first public announcement of the terms of such issue;
- (b) to remove or appoint David Wattel as a director of the Company;
- (c) to approve a merger by scheme of arrangement under Part 5.1 of the Corporations Act;
- (d) to approve transaction under ASX Listing Rule 11.1 or 11.2; or
- (e) to approve an allotment or transfer of Shares under item 7 of section 611 of the Corporations Act.

Nothing in this **clause 2.2** is intended to vary the regulation of voting rights in the ASX Listing Rules, the Constitutions or the Corporations Act.

## 2.3 Disposal of Voluntary Escrow Shares

Subject to **clause 2.4**, during the Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, their Voluntary Escrow Shares.

## 2.4 Exceptions - Disposal

- (a) To enable the Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares or to enable the Voluntary Escrow Shares to be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Company must remove the Holding Lock on the Voluntary Escrow Shares during the Escrow Period if any of the following conditions are met:
  - (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed have accepted the Takeover Bid or the Takeover Bid is declared unconditional;
  - (ii) in the case of an Off-Market Bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Voluntary Escrow Share that is not bought by the bidder under the Off-Market Bid; and
  - (iii) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be re-applied if the merger does not take effect.
- (b) During the Escrow Period, the Holder may deal in any of its Voluntary Escrow Shares to the extent the dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this document, during the Escrow Period, the Holder may encumber any (or all) of their Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
  - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
  - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this document as if the Financial Institution were a party to this document.
- (d) Notwithstanding any condition to the contrary in this document, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Shares to an Affiliate or an Affiliated Fund of the Holder provided such Affiliate or Affiliated Fund transferee agrees to

be bound by the terms of this document by entering into such further agreements as the Company may reasonably require.

## **2.5 Notice**

If the Holder becomes aware:

- (a) that a dealing in any of their Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

# **3 Warranties**

## **3.1 Giving of warranties**

Each of the warranties in this **clause 3** is given in favour of the Company, as at:

- (a) the date of this document; and
- (b) at all times until expiry of the Escrow Period.

The warranties in this **clause 3** are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted dealing in accordance with **clause 2.4**.

## **3.2 Warranties of the Holder**

The Holder warrants the following:

- (a) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach **clause 2** of this document;
- (b) any controller (as defined in the ASX Listing Rules), if any, in respect of its Voluntary Escrow Shares, and who is not described in this document and is not a party to this document, comes within an exception set out in rule 9.1.4 of the ASX Listing Rules;
- (c) the Holder holds or has a right now or in the future to hold, the Voluntary Escrow Shares;
- (d) the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (e) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this document (including, if the Holder has entered into this document as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (f) it has taken all necessary action to authorise the execution, delivery and performance of this document in accordance with its terms;

- (g) this document constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (h) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
- (i) if the Holder is a Trustee:
  - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this document and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that Trust; and
  - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettlement the Trust; and
- (j) the execution, delivery and performance by it of this document does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;
  - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
  - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

### **3.3 Breach of warranties**

A breach of any of the warranties in **clause 3** is a breach of the terms of this document.

## **4 Holding Locks**

### **4.1 Agreement to Holding Locks**

Subject to **clause 4.2**, the Holder agrees to the application of a Holding Lock to their Voluntary Escrow Shares.

### **4.2 Application of Holding Lock**

The Company must apply Holding Locks to the Voluntary Escrow Shares upon execution of this deed and may only remove a Holding Lock with respect to some or all of the Voluntary Escrow Shares if permitted under **clause 4.3**.

### **4.3 Removal of Holding Lock**

- (a) Upon request by the Holder, the Company must remove the Holding Lock with respect to that Holder's Voluntary Escrow Shares in order to facilitate a Disposal that is permitted under **clause 2.4**.

- (b) The Company must remove the Holding Locks with respect to Voluntary Escrow Shares on the Business Day after the end of the Escrow Period.

## 5 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in **clause 2**, nothing in this document restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder of the Voluntary Escrow Shares, including without limitation by:

- (a) receiving or being entitled to any dividend, return of capital or other distribution attaching to the Voluntary Escrow Shares; and
- (b) receiving or participating in any right or bonus issue in connection with the Voluntary Escrow Shares.

## 6 Breach

### 6.1 Prevention of anticipated breach

If it appears to the Company that the Holder may breach this document, the Company may take any steps necessary to prevent the breach, or to enforce this document as soon as it becomes aware of the potential breach.

### 6.2 Consequences of breach

If the Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary to enforce this document, or to rectify the breach;
- (b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company;
- (c) that Holder of the Voluntary Escrow Shares ceases to be entitled to any dividends or distributions while the breach continues; and
- (d) the parties agree that damages would be an insufficient remedy for breach of **clause 2.1** and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under **clause 2.1** (as applicable) without proof of actual damage and without prejudice to any of its other rights or remedies.

## 7 Amendment

This document can only be amended or replaced by another document executed by the parties.

## 8 Capacity

If the Holder has entered into this document as a Trustee:

- (a) notwithstanding any other provision of this document including any provision expressed to prevail over this **clause 8** but subject to **clause 8(c)**, that Holder enters into this document only in its capacity as Trustee of the Trust and in no other capacity. A liability arising under or in connection with this document can be enforced against that Holder only to the extent which it can be satisfied out of the property of the Trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this document;
- (b) subject to **clause 8(c)**, a party to this document may not sue the Holder in any capacity other than as Trustee in respect of the Trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this **clause 8** will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent, or elimination of, the Holder's right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of Trust.

## 9 General

### 9.1 Governing Law

- (a) This document is governed by the laws of New South Wales, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document.
- (c) Each of the parties to this document irrevocably waives:
  - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
  - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

### 9.2 Further assurances

Each party must do all things and execute all further documents required to give full effect to this document.

### 9.3 Counterparts

This document may be executed in any number of counterparts (including by facsimile or electronic transmission in “portable document format”). All counterparts, taken together, constitute one instrument. A party may execute this document by signing any counterpart.

### 9.4 Time of essence

Time is of the essence to this document.

### 9.5 Notice

A notice or other communication given under this document:

- (a) must be in legible writing and in English;
- (b) must be signed by a person duly authorised by the sender; and
- (c) must be addressed to the addressee at the address or email address set out below or to any other address or facsimile number a party notifies to the other under this clause:

- (i) if to the Company:

JustKapital Limited  
Level 16, 56 Pitt Street  
Sydney NSW 2000

Attention: Diane Jones

Email: [diane.jones@justkapital.com.au](mailto:diane.jones@justkapital.com.au)

copied to:

Corrs Chambers Westgarth  
Level 17, 8 Chifley  
8-12 Chifley Square  
Sydney NSW 2000

Attention: Andrew Lumsden

Email: [andrew.lumsden@corrs.com.au](mailto:andrew.lumsden@corrs.com.au)

- (ii) if to the Holder:

C/- National Health Finance, 1347 North Alma School Road, Suite  
150, Chandler, AZ 85224, USA

Attention: David Wattel

Email: [D.Wattel@NationalHealthFinance.com](mailto:D.Wattel@NationalHealthFinance.com)

- (d) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;

- (ii) if by post, three Business Days from and including the date of postage; or
  - (iii) if sent by email:
    - (A) when the sender receives an automated message confirming delivery; or
    - (B) ten hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,
- whichever happens first,
- but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

## 10 Rules for interpreting this document

### 10.1 Headings

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- (a) other than as expressly provided, a term or expression starting with a capital letter which is defined in the Corporations Act, but is not defined in the Definitions, has the meaning given to it in the Corporations Act;
- (b) a reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it;



- (c) a singular word includes the plural, and vice versa; and
- (d) the expression 'this document' includes the agreement, arrangement, understanding or transaction recorded in this document.

## **10.2 Multiple parties**

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party, then unless otherwise specified in this document:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them joint and severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

## **10.3 Compliance with ASX Listing Rules**

During the Escrow Period and for so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this document, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this document prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this document to contain a provision and it does not contain such a provision, this document is deemed to contain that provision;
- (e) if the ASX Listing Rules require this document not to contain a provision and it contains such a provision, this document is deemed not to contain that provision; and
- (f) if any provision of this document is or becomes inconsistent with the ASX Listing Rules, this document is deemed not to contain that provision to the extent of the inconsistency.


## Execution

**Executed as a deed.**

Executed by JustKapital Limited ACN )  
088 749 008 in accordance with section )  
127 of the Corporations Act 2001 (Cth): )

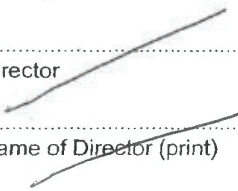
.....  
Company Secretary/Director

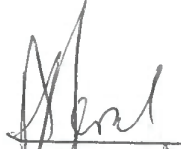
DIANE JONES  
Name of Company Secretary/Director  
(print)

  
.....  
signature of witness

ERLON MIRANTO  
name of witness

.....  
Director

  
Name of Director (print)

  
.....  
signature of witness

ANTHONY HEROLD  
name of witness

Executed by David Wattel in the )  
presence of: )  
)  
)

.....  
Witness

.....  
Name of Witness (print)

## Execution

**Executed** as a deed.

**Executed by JustKapital Limited ACN** )  
088 749 008 in accordance with section )  
127 of the *Corporations Act 2001* (Cth): )  
)

.....  
Company Secretary/Director

.....  
Director

.....  
Name of Company Secretary/Director  
(print)

.....  
Name of Director (print)

**Executed by David Wattel in the** )  
presence of: )  
)

.....  
Witness

**Richard A. Cruz**  
.....  
Name of Witness (print)

**Annexure B**

This is Annexure B of 2 pages referred to in the Form 603 (Notice of initial substantial holder) in respect of LawFinance Limited ACN 088 749 008 (formerly JustKapital Limited), signed by me and dated 8 November 2018.

A handwritten signature in black ink, appearing to read 'Diane Jones', enclosed within a large, loopy circular flourish.

---

Diane Jones  
Chief Executive Officer

18 September 2017

ASX Announcement (ASX: JKL)

## **JustCapital Governance and Remuneration Changes**

The Board of Directors is pleased to update shareholders on several proposed changes to the Company, the Board of Directors and management.

As shareholders are aware JustCapital has recently made two significant announcements;

- The restructure of litigation portfolio, announced on 3 July 2017;
- The acquisition of a 70% share in National Health Finance LLC, announced on 12 September 2017. In this regard also please see the updated presentation released today, 18 September 2017.

In addition, given the extraordinary growth of JustCapital Finance (the disbursement funding and short term loan businesses) JustCapital is well on its way to becoming a pure finance business servicing the legal industry in both Australia and the United States.

As such the Board has decided to implement several changes recognising that this is necessary to continue to drive JustCapital's exceptional growth and success.

### **Litigation Portfolio Restructure**

As announced, a separate unit trust (JustCapital Litigation Funding Trust) (the Trust), a trustee company and management company have been established and into which the litigation portfolio and pipeline of cases will be transferred at a value set by an independent valuation. JustCapital will receive units in the trust in settlement of the transfer. The income generated through the successful resolution of cases will be paid to JustCapital pro-rata based on the units held by JustCapital and new investors in the trust. The Trust will shortly commence a separate capital raise to fund the business of the Trust and the prosecution of existing and new cases.

The trustee company currently has 3 directors, Philip Kapp (Chairman), Tim Storey (Non-Executive Director) and Diane Jones (Executive Director). The trustee company intends to appoint 2 further non-executive directors to the Board of the trustee company. Discussions with those persons are ongoing.

### **JustCapital Board**

Given the transformation of JustCapital into a financier of law firms and the potential NHF acquisition referred to above, as well as the potential new capital raise to fund the NHF acquisition, the Board intends to appoint an independent chairman and a further non-executive director. Accordingly, upon the appointment of a new chairperson, Mr Kapp will assume the role of Chief Executive Officer of the JustCapital Group. Diane Jones will continue as Chief Operating Officer and Chief Financial Officer of the JustCapital Group.

The total remuneration pool for non-executive directors is \$300,000 (as approved by shareholders on 30 November 2011). It is anticipated that the appointment of the additional independent non-executive directors will not require an increase to this remuneration pool and the current Non-Executive Directors will reduce their salaries accordingly.



## **Executive Salaries and Incentives**

The Company has received questions from some shareholders regarding executive remuneration packages.

To address these concerns Mr Kapp will have his base salary adjusted to \$500,000 from \$775,000 (a reduction of \$275,000 per annum). Ms Jones' base salary will be reduced to \$400,000 from \$525,000 (a reduction of \$125,000 per annum). These salary adjustments will be effective from 1 October 2017.

In addition to the above adjustments in base salaries, Mr Kapp will be entitled to a short term bonus of \$250,000 in FY2018 which will be payable upon achieving performance measures, including a case settlement, completing the NHF transaction and achieving earnings targets. Ms Jones will be entitled to a short term bonus of \$125,000 in FY2018 which will be payable upon achieving the same performance measures.

Mr Kapp and Ms Jones will take 2/3 of their respective short term FY2017 bonuses as shares issued at a strike price of \$0.21 cents per share, being the same strike price as that used for the performance rights. These shares will be escrowed until 31 December 2018. The shares issued to Mr Kapp under this arrangement will require shareholder approval at the Annual General Meeting.

All participants of the Executive Incentive Plan have entered into an agreement to escrow the shares, issued as a result of achieving the hurdles in FY2017, until 31 December 2018.

Authorised by:

A handwritten signature in dark ink that reads "Philip Kapp".

Philip Kapp  
Executive Chairman and Managing Director  
JustKapital Limited

### **For media enquiries:**

Nigel Kassulke  
or Jana Tsiligiannis  
Cannings Corporate Communications  
Tel: +61 2 8284 9908

### **For investor enquiries:**

Diane Jones  
Chief Operating Officer and Company Secretary  
JustKapital Limited  
Tel: +61 2 9696 0220

**Annexure C**

This is Annexure C of 30 pages referred to in the Form 603 (Notice of initial substantial holder) in respect of LawFinance Limited ACN 088 749 008 (formerly JustKapital Limited), signed by me and dated 8 November 2018.

A handwritten signature in black ink, appearing to read 'Diane Jones', enclosed within a large, loopy circular flourish.

---

Diane Jones  
Chief Executive Officer

---

JustKapital Limited

---

Litman Holdings Pty. Ltd.

---

# Voluntary Escrow Deed



## Contents

<b>1</b>	<b>Definitions</b>	<b>1</b>
<b>2</b>	<b>Escrow Restrictions</b>	<b>34</b>
2.1	Voluntary Escrow Shares	34
2.2	Exceptions	34
2.3	Notice	44
<b>3</b>	<b>Conditional selective share buy-back</b>	<b>44</b>
3.1	Condition	44
3.2	Sale and purchase	44
3.3	Cut-off date	54
3.4	Completion Date	54
3.5	Delivery of documents	54
3.6	Holder undertaking	54
<b>4</b>	<b>Warranties</b>	<b>54</b>
4.1	Giving of warranties	54
4.2	Warranties of the Holder	54
4.3	Breach of warranties	64
<b>5</b>	<b>Holding Locks</b>	<b>74</b>
5.1	Agreement to Holding Lock	74
5.2	Application of Holding Lock	74
5.3	Removal of Holding Lock	74
5.4	Voting	74
<b>6</b>	<b>Breach</b>	<b>74</b>
6.1	Prevention of anticipated breach	74
6.2	Consequences of breach	74
<b>7</b>	<b>Amendment</b>	<b>84</b>
<b>8</b>	<b>Capacity</b>	<b>84</b>
<b>9</b>	<b>General</b>	<b>94</b>
9.1	Governing Law	94
9.2	Further assurances	94
9.3	Counterparts	94
9.4	Time of Essence	94
9.5	Notice	94
<b>10</b>	<b>Rules for interpreting this document</b>	<b>104</b>
10.1	Headings	104
10.2	Multiple parties	114
10.3	Compliance with ASX Listing Rules	114

**Execution**

**134**

---

**Date**    **December 2016**

## Parties

**JustKapital Limited** ACN 088 749 008 of Level 16, 56 Pitt Street, Sydney NSW 2000 (formerly JustKapital Litigation Partners Limited ACN 088 749 008) (**Company**)

**Litman Holdings Pty. Ltd.** ACN 133 560 068 of Level 4, Suite 2, 280 George Street Sydney NSW 2001 (**Holder**)

---

## Background

- A        The Company is admitted to the official list of the ASX and proposes to issue the Voluntary Escrow Shares to the Holder.
  - B        The Holder agrees to escrow all of the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this document on the basis that the Company issues the Voluntary Escrow Shares.
- 

## Agreed terms

### 1        Definitions

In this document these terms have the following meanings:

<b>Affiliate</b>	Any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Holder (for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with") as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise) and <b>Affiliated</b> has the correlative meaning.
<b>Affiliated Fund</b>	Each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or that receives investment advice from the

	investment adviser to the Holder or any of its Affiliates or an investment adviser Affiliated with such investment adviser.
<b>ASX</b>	ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.
<b>ASX Listing Rules</b>	The listing rules of ASX.
<b>Business Day</b>	A day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.
<b>Case</b>	Has the meaning given in the Share Sale and Purchase Agreement.
<b>Completion Date</b>	Has the meaning given in <b>clause 3.2</b> .
<b>Condition</b>	The meaning given in <b>clause 3</b> .
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Cut-off Date</b>	Has the meaning given in <b>clause 3.3</b> .
<b>Dispose</b>	<p>Includes:</p> <ul style="list-style-type: none"><li>(a) the meaning given by the ASX Listing Rules; and</li><li>(b) in relation to:<ul style="list-style-type: none"><li>(i) any Voluntary Escrow Shares; and</li><li>(ii) any interest in any entity that has a direct or indirect economic or other interest in the Voluntary Escrow Shares (<b>Upstream Interests</b>), to:<ul style="list-style-type: none"><li>A. sell, assign, transfer or otherwise dispose of any interest in the Voluntary Escrow Shares or any Upstream Interests;</li><li>B. encumber or grant a security interest over the Voluntary Escrow Shares or any Upstream Interests;</li><li>C. grant or exercise an option in respect of any Voluntary Escrow Shares or any Upstream Interests;</li><li>D. do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of, or economic interest in, any of the Voluntary Escrow Shares or any Upstream Interests; or</li></ul></li></ul></li></ul>



E. agree to do any of those things.

<b>Escrow Period</b>	The date of this document until the date that at least two of the Cases are resolved, provided that on that date the Company has not received formal written notice of a Funding Claim.
<b>Funding Claim</b>	Has the meaning given in the Second Share Sale and Purchase Amendment Agreement
<b>Holding Lock</b>	Has the meaning given to that term in the ASX Listing Rules.
<b>Off-Market Bid</b>	Has the meaning given to that term in the Corporations Act.
<b>Purchase Price</b>	\$2,200,000.
<b>Person</b>	Any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.
<b>Share</b>	A fully paid ordinary share in the capital of the Company.
<b>Share Sale and Purchase Agreement</b>	Means the share sale and purchase agreement between JustKapital Litigation Pty Limited ACN 168 872 603, the Holder and JustKapital Portfolio Pty Limited ACN 612 224 521 (formerly Litman No 2 Pty Ltd ACN 612 224 521) dated 19 June 2016 (as amended).
<b>Takeover Bid</b>	Has the meaning given to that term in the Corporations Act.
<b>Trust</b>	Has the meaning given to that term in <b>clause 4.2(e)</b> .
<b>Trustee</b>	Has the meaning given to that term in <b>clause 4.2(e)</b> .
<b>Voluntary Escrow Deed</b>	A voluntary escrow deed entered into by the Company and includes any non-disposal deed entered into by a member of senior management or the board of directors of the Company.
<b>Voluntary Escrow Shares</b>	All Shares issued to the Holder pursuant to the Share Sale and Purchase Agreement.

## 2 Escrow Restrictions

### 2.1 Voluntary Escrow Shares

Subject to **clause 2.2**, during the Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, the Voluntary Escrow Shares.

### 2.2 Exceptions

- (a) To enable the Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares or to enable the Voluntary Escrow

Shares to be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Company must remove the Holding Lock on the Voluntary Escrow Shares during the Escrow Period if any of the following conditions are met:

- (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed have accepted the Takeover Bid or the Takeover Bid is declared unconditional;
  - (ii) in the case of an Off-Market Bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Voluntary Escrow Share that is not bought by the bidder under the Off-Market Bid; and
  - (iii) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied to the Voluntary Escrow Shares if the merger does not take effect.
- (b) During the Escrow Period, the Holder may deal in any of its Voluntary Escrow Shares to the extent the dealing is required by applicable law (including an order of a court of competent jurisdiction).

## 2.3 Notice

If the Holder becomes aware:

- (a) that a dealing in any of the Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details to the Company.

## 3 Conditional selective share buy-back

### 3.1 Condition

Completion of the sale under this **clause 3** is conditional on the terms of this **clause 3** being approved by shareholders of the Company within 60 days of the end of the Escrow Period (**Condition**) in accordance with:

- (a) section 257D(1)(a) of the Corporations Act;
- (b) section 208(1)(a) of the Corporations Act; and
- (c) any other necessary approval such as Rule 10.1 of the Listing Rules, if required.

### **3.2 Sale and purchase**

On the date which is 10 Business Days following satisfaction of the Condition or such later date as the parties may agree, the Company may require that the Holder sell and the Company buy the Voluntary Escrow Shares free of all encumbrances for the Purchase Price (**Completion Date**).

### **3.3 Cut-off date**

If the Condition is not satisfied on the day that is 90 days from the end of the Escrow Period (**Cut-off Date**) then either party may terminate this **clause 3** by notice in writing to the other.

### **3.4 Completion Date**

Completion must take place at 2.00 pm on the Completion Date.

### **3.5 Delivery of documents**

At Completion, the Holder must give to the Company a completed transfer of the Voluntary Escrow Shares to the Holder in a form approved by the Company and duly executed by the Holder.

### **3.6 Holder undertaking**

The Holder undertakes to the Company not to take any of the following actions during the period between the date of this document and the Completion Date:

- (a) dispose of any legal or beneficial interest in the Voluntary Escrow Shares, unless the transferee enters into a document prepared by the Company that binds the transferee to the terms of this document;
- (b) grant any encumbrance over any interest in the Voluntary Escrow Shares;
- (c) enter into any agreement, arrangement or understanding with any party under which that third party acquires any economic interest in the Voluntary Escrow Shares;
- (d) subject to **clause 5.4**, voting and allowing others to vote on the Voluntary Escrow Shares; or
- (e) agree or attempt to do any of the above.

## **4 Warranties**

### **4.1 Giving of warranties**

Each of the warranties in this **clause 4** is given in favour of the Company, as at:

- (a) the date of this document; and
- (b) at all times until the Cut-off Date.

The warranties in this **clause 3** are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow



Period, including as a result of a permitted dealing in accordance with **clause 2.3(b)** of this document.

#### 4.2 Warranties of the Holder

The Holder warrants the following:

- (a) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach **clause 2** of this document if done or omitted during the Escrow Period;
- (b) any controller (as defined in the ASX Listing Rules), if any, in respect of the Voluntary Escrow Shares, and who is not described in this document and is not a party to this document, comes within an exception set out in rule 9.1.4 of the ASX Listing Rules;
- (c) the Holder holds or has a right now or in the future to hold, the Voluntary Escrow Shares;
- (d) the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (e) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this document (including, if the Holder has entered into this document as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (f) it has taken all necessary action to authorise the execution, delivery and performance of this document in accordance with its terms;
- (g) this document constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (h) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
- (i) if the Holder is a Trustee:
  - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this document and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
  - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust; and
- (j) the execution, delivery and performance by it of this document does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;



- (ii) the Holder's constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
- (iii) any agreement, undertaking, encumbrance or document which is binding on the Holder.

#### **4.3 Breach of warranties**

A breach of any of the warranties in this **clause 4** is a breach of the terms of this document.

## **5 Holding Locks**

### **5.1 Agreement to Holding Lock**

Subject to **clause 5.2**, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares.

### **5.2 Application of Holding Lock**

The Company will apply the Holding Lock to the Voluntary Escrow Shares upon execution of this document and may only remove the Holding Lock with respect to some or all of the Voluntary Escrow Shares if permitted under **clause 5.3**.

### **5.3 Removal of Holding Lock**

- (a) Upon request by the Holder, the Company must remove the Holding Lock with respect to the Voluntary Escrow Shares in order to facilitate a Disposal that is permitted under **clause 2.2**.
- (b) The Company must remove the Holding Lock with respect to Voluntary Escrow Shares on the next Business Day after the end of the Escrow Period.

### **5.4 Voting**

During the Escrow Period the Holder grants the Company an irrevocable proxy to exercise any voting rights attaching to the Voluntary Escrow Shares.

## **6 Breach**

### **6.1 Prevention of anticipated breach**

If it appears to the Company that the Holder may breach this document, the Company may take any steps necessary to prevent the breach, including enforcing any rights contained in this document as soon as it becomes aware of the potential breach.

### **6.2 Consequences of breach**

If the Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary to enforce this document, or to rectify the breach;

- (b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company; and
- (c) the parties agree that damages would be an insufficient remedy for breach of **clause 2.1** and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under **clause 2.1** without proof of actual damage and without prejudice to any of its other rights or remedies.

## 7 Amendment

This document can only be amended or replaced by another document executed by the parties.

## 8 Capacity

If the Holder has entered into this document as a Trustee:

- (a) notwithstanding any other provision of this document including any provision expressed to prevail over this **clause 8** but subject to **clause 8(c)**, the Holder enters into this document only in its capacity as Trustee of the relevant Trust and in no other capacity. A liability arising under or in connection with this document can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant Trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this document;
- (b) subject to **clause 8(c)**, a party to this document may not sue a Holder in any capacity other than as Trustee in respect of the relevant Trust, including seeking the appointment to a Holder of a receiver (except in relation to property of the relevant Trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this **clause 8** will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant Trust deed or by operation of law, there is a reduction in the extent, or elimination of, the Holder's right of indemnification out of the assets of the relevant Trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of Trust.

## **9 General**

### **9.1 Governing Law**

- (a) This document is governed by the laws of New South Wales, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document.
- (c) Each of the parties to this document irrevocably waives:
  - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
  - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

### **9.2 Further assurances**

Each party must do all things and execute all further documents required to give full effect to this document.

### **9.3 Counterparts**

This document may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this document by signing any counterpart.

### **9.4 Time of Essence**

Time is of the essence to this document.

### **9.5 Notice**

- (a) A notice or other communication given under this document:
  - (i) must be in legible writing and in English;
  - (ii) must be signed by a person duly authorised by the sender; and
  - (iii) must be addressed to the addressee at the address or email address set out below or to any other address or facsimile number a party notifies to the other under this clause:
    - (A) if to the Company:

JustKapital Limited  
Level 16, 56 Pitt Street,  
Sydney NSW 2000  
Attention: Philip Kapp  
Email: [philip.kapp@justkapital.com.au](mailto:philip.kapp@justkapital.com.au)
    - (B) if to the Holder:

Litman Holdings Pty. Ltd.



Suite 107, Level 1, 350 George Street,  
Sydney NSW 2001

Attention: Michael Becker

Email: [m@litman.com.au](mailto:m@litman.com.au)

- (b) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:
- (i) if sent by hand, when delivered to the addressee;
  - (ii) if by post, three Business Days from and including the date of postage; or
  - (iii) if sent by email:
    - (A) when the sender receives an automated message confirming delivery; or
    - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

## 10 Rules for interpreting this document

### 10.1 Headings

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- (a) other than as expressly provided, a term or expression starting with a capital letter which is defined in the Corporations Act, but is not defined in **clause 1**, has the meaning given to it in the Corporations Act;
- (b) a reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that

document, agreement or provision as amended, supplemented, replaced or novated;

- (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
- (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it;
- (c) a singular word includes the plural, and vice versa; and
- (d) the expression 'this document' includes the agreement, arrangement, understanding or transaction recorded in this document.

## **10.2 Multiple parties**

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party, then unless otherwise specified in this document:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them jointly and severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

## **10.3 Compliance with ASX Listing Rules**

During the Escrow Period and for so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this document, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this document prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this document to contain a provision and it does not contain such a provision, this document is deemed to contain that provision;
- (e) if the ASX Listing Rules require this document not to contain a provision and it contains such a provision, this document is deemed not to contain that provision; and

- (f) if any provision of this document is or becomes inconsistent with the ASX Listing Rules, this document is deemed not to contain that provision to the extent of the inconsistency.

## Execution

**Executed** as a deed.

**Executed by JustKapital Limited** ACN )  
088 749 008 in accordance with section )  
127 of the *Corporations Act 2001* (Cth)



.....  
Director

Philip Kapp  
Director (print)



.....  
Company Secretary

Diane Jones  
Name of Company Secretary (print)

**Executed by Litman Holdings Pty.** )  
**Ltd. ACN 133 560 068** in accordance )  
with section 127 of the *Corporations Act*  
2001(Cth)

  
.....  
Sole Company Secretary/Sole Director

  
.....  
Name of Sole Company Secretary/Sole  
Director (print)

---

JustKapital Litigation Partners Limited

---

Litman Holdings Pty. Ltd.

---

# Voluntary Escrow Deed



## Contents

<b>1</b>	<b>Definitions</b>	<b>1</b>
<b>2</b>	<b>Escrow Restrictions</b>	<b>3</b>
2.1	Voluntary Escrow Shares	3
2.2	Exceptions	3
2.3	Notice	4
<b>3</b>	<b>Warranties</b>	<b>5</b>
3.1	Giving of warranties	5
3.2	Warranties of the Holder	5
3.3	Breach of warranties	6
<b>4</b>	<b>Holding Locks</b>	<b>6</b>
4.1	Agreement to Holding Lock	6
4.2	Application of Holding Lock	6
4.3	Removal of Holding Lock	6
4.4	Voting	6
<b>5</b>	<b>Permitted dealings with the Voluntary Escrow Shares</b>	<b>7</b>
<b>6</b>	<b>Breach</b>	<b>7</b>
6.1	Prevention of anticipated breach	7
6.2	Consequences of breach	7
<b>7</b>	<b>Amendment</b>	<b>7</b>
<b>8</b>	<b>Capacity</b>	<b>8</b>
<b>9</b>	<b>General</b>	<b>8</b>
9.1	Governing Law	8
9.2	Further assurances	8
9.3	Counterparts	9
9.4	Time of Essence	9
9.5	Notice	9
<b>10</b>	<b>Rules for interpreting this document</b>	<b>10</b>
10.1	Headings	10
10.2	Multiple parties	10
10.3	Compliance with ASX Listing Rules	11
	<b>Execution</b>	<b>12</b>

Date 1<sup>st</sup> July 2016

## Parties

**JustKapital Litigation Partners Limited** ACN 088 749 008 of Level 16, 56 Pitt Street, Sydney NSW 2000 (**Company**)

**Litman Holdings Pty. Ltd.** ACN 133 560 068 of Level 4, Suite 2, 280 George Street Sydney NSW 2001 (**Holder**)

---

## Background

- A The Company is admitted to the official list of the ASX and proposes to issue the Voluntary Escrow Shares to the Holder.
  - B The Holder agrees to escrow all of the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this document on the basis that the Company issues the Voluntary Escrow Shares.
- 

## Agreed terms

### 1 Definitions

In this document these terms have the following meanings:

**Affiliate** Any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Holder (for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with") as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise) and **Affiliated** has the correlative meaning.

**Affiliated Fund** Each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or that receives investment advice from the investment adviser to the Holder or any of its Affiliates or an investment adviser Affiliated with such investment adviser.

<b>ASX</b>	ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.
<b>ASX Listing Rules</b>	The listing rules of ASX.
<b>Business Day</b>	A day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Dispose</b>	<p>Includes:</p> <ul style="list-style-type: none"><li>(a) the meaning given by the ASX Listing Rules; and</li><li>(b) in relation to:<ul style="list-style-type: none"><li>(i) any Voluntary Escrow Shares; and</li><li>(ii) any interest in any entity that has a direct or indirect economic or other interest in the Voluntary Escrow Shares (<b>Upstream Interests</b>), to:<ul style="list-style-type: none"><li>A. sell, assign, transfer or otherwise dispose of any interest in the Voluntary Escrow Shares or any Upstream Interests;</li><li>B. encumber or grant a security interest over the Voluntary Escrow Shares or any Upstream Interests;</li><li>C. grant or exercise an option in respect of any Voluntary Escrow Shares or any Upstream Interests;</li><li>D. do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of, or economic interest in, any of the Voluntary Escrow Shares or any Upstream Interests; or</li><li>E. agree to do any of those things.</li></ul></li></ul></li></ul>
<b>Escrow Period</b>	<p>The earlier of:</p> <ul style="list-style-type: none"><li>(a) 15 July 2018; and</li><li>(b) the date that the first of the Cases as defined in the Share Sale and Purchase Agreement is resolved.</li></ul>
<b>Financial Institution</b>	Has the meaning given to that term in <b>clause 2.2(c)</b> .
<b>Holding Lock</b>	Has the meaning given to that term in the ASX Listing

	Rules.
<b>Off-Market Bid</b>	Has the meaning given to that term in the Corporations Act.
<b>Person</b>	Any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.
<b>Share</b>	A fully paid ordinary share in the capital of the Company.
<b>Share Sale and Purchase Agreement</b>	Means the share sale and purchase agreement between JustKapital Litigation Pty Limited ACN 168 872 606, the Holder and Litman No 2 Pty Ltd ACN 612 224 521 dated 19 June 2016 (as amended).
<b>Takeover Bid</b>	Has the meaning given to that term in the Corporations Act.
<b>Trust</b>	Has the meaning given to that term in <b>clause 3.2(e)</b> .
<b>Trustee</b>	Has the meaning given to that term in <b>clause 3.2(e)</b> .
<b>Voluntary Escrow Deed</b>	A voluntary escrow deed entered into by the Company and includes any non-disposal deed entered into by a member of senior management or the board of directors of the Company.
<b>Voluntary Escrow Shares</b>	All Shares issued to the Holder pursuant to the Share Sale and Purchase Agreement.

## 2 Escrow Restrictions

### 2.1 Voluntary Escrow Shares

Subject to **clause 2.2**, during the Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, the Voluntary Escrow Shares.

### 2.2 Exceptions

- (a) To enable the Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares or to enable the Voluntary Escrow Shares to be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Company must remove the Holding Lock on the Voluntary Escrow Shares during the Escrow Period if any of the following conditions are met:
  - (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed have accepted the Takeover Bid or the Takeover Bid is declared unconditional;
  - (ii) in the case of an Off-Market Bid, if the offer is conditional, the bidder and the Holder agrees in writing that the Holding Lock will be applied for each Voluntary Escrow Share that is not bought by the bidder under the Off-Market Bid; and

- (iii) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied to the Voluntary Escrow Shares if the merger does not take effect.
- (b) During the Escrow Period, the Holder may deal in any of its Voluntary Escrow Shares to the extent the dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this document, during the Escrow Period, the Holder may encumber any (or all) of their Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
  - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of the Voluntary Escrow Shares; and
  - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in the Holding Lock and subject to the terms of this document as if the Financial Institution were a party to this document.
- (d) Notwithstanding any condition to the contrary in this document, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Shares to an Affiliate or an Affiliated Fund of the Holder provided such Affiliate or Affiliated Fund transferee agrees to be bound by the terms of this document by entering into such further agreements as the Company may reasonably require.

## 2.3 Notice

If the Holder becomes aware:

- (a) that a dealing in any of the Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details to the Company.

## 3 Warranties

### 3.1 Giving of warranties

Each of the warranties in this **clause 3** is given in favour of the Company, as at:

- (a) the date of this document; and
- (b) at all times until expiry of the Escrow Period.

The warranties in this **clause 3** are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted dealing in accordance with **clause 2.2** of this document.

### 3.2 Warranties of the Holder

The Holder warrants the following:

- (a) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach **clause 2** of this document if done or omitted during the Escrow Period;
- (b) any controller (as defined in the ASX Listing Rules), if any, in respect of the Voluntary Escrow Shares, and who is not described in this document and is not a party to this document, comes within an exception set out in rule 9.1.4 of the ASX Listing Rules;
- (c) the Holder holds or has a right now or in the future to hold, the Voluntary Escrow Shares;
- (d) the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (e) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this document (including, if the Holder has entered into this document as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (f) it has taken all necessary action to authorise the execution, delivery and performance of this document in accordance with its terms;
- (g) this document constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (h) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
- (i) if the Holder is a Trustee:
  - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this document and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to

satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and

- (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust; and
- (j) the execution, delivery and performance by it of this document does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;
  - (ii) the Holder's constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
  - (iii) any agreement, undertaking, encumbrance or document which is binding on the Holder.

### **3.3 Breach of warranties**

A breach of any of the warranties in **clause 3** is a breach of the terms of this document.

## **4 Holding Locks**

### **4.1 Agreement to Holding Lock**

Subject to **clause 4.2**, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares.

### **4.2 Application of Holding Lock**

The Company will apply the Holding Lock to the Voluntary Escrow Shares upon execution of this document and may only remove the Holding Lock with respect to some or all of the Voluntary Escrow Shares if permitted under **clause 4.3**.

### **4.3 Removal of Holding Lock**

- (a) Upon request by the Holder, the Company must remove the Holding Lock with respect to the Voluntary Escrow Shares in order to facilitate a Disposal that is permitted under **clause 2.2**.
- (b) The Company must remove the Holding Lock with respect to Voluntary Escrow Shares on the Business Day after the end of the Escrow Period.

### **4.4 Voting**

During the Escrow Period the Holder grants the Company an irrevocable proxy to exercise any voting rights attaching to the Voluntary Escrow Shares.

## 5 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in **clause 2**, nothing in this document restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to it as Holder of the Voluntary Escrow Shares, including without limitation by:

- (a) receiving or being entitled to any dividend, return of capital or other distribution attaching to the Voluntary Escrow Shares; and
- (b) receiving or participating in any right or bonus issue in connection with the Voluntary Escrow Shares.

## 6 Breach

### 6.1 Prevention of anticipated breach

If it appears to the Company that the Holder may breach this document, the Company may take any steps necessary to prevent the breach, or to enforce this document as soon as it becomes aware of the potential breach.

### 6.2 Consequences of breach

If the Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary to enforce this document, or to rectify the breach;
- (b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company;
- (c) the Holder of the Voluntary Escrow Shares ceases to be entitled to any dividends, distributions or voting rights while the breach continues; and
- (d) the parties agree that damages would be an insufficient remedy for breach of **clause 2.1** and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under **clause 2.1** without proof of actual damage and without prejudice to any of its other rights or remedies.

## 7 Amendment

This document can only be amended or replaced by another document executed by the parties.



## 8 Capacity

If the Holder has entered into this document as a Trustee:

- (a) notwithstanding any other provision of this document including any provision expressed to prevail over this **clause 8** but subject to **clause 8(c)**, the Holder enters into this document only in its capacity as Trustee of the relevant Trust and in no other capacity. A liability arising under or in connection with this document can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant Trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this document;
- (b) subject to **clause 8(c)**, a party to this document may not sue a Holder in any capacity other than as Trustee in respect of the relevant Trust, including seeking the appointment to a Holder of a receiver (except in relation to property of the relevant Trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this **clause 8** will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant Trust deed or by operation of law, there is a reduction in the extent, or elimination of, the Holder's right of indemnification out of the assets of the relevant Trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of Trust.

## 9 General

### 9.1 Governing Law

- (a) This document is governed by the laws of New South Wales, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document.
- (c) Each of the parties to this document irrevocably waives:
  - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
  - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

### 9.2 Further assurances

Each party must do all things and execute all further documents required to give full effect to this document.

### 9.3 Counterparts

This document may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this document by signing any counterpart.

### 9.4 Time of Essence

Time is of the essence to this document.

### 9.5 Notice

- (a) A notice or other communication given under this document:
- (i) must be in legible writing and in English;
  - (ii) must be signed by a person duly authorised by the sender; and
  - (iii) must be addressed to the addressee at the address or email address set out below or to any other address or facsimile number a party notifies to the other under this clause:
    - (A) if to the Company:  
JustKapital Litigation Partners Limited  
Level 16, 56 Pitt Street,  
Sydney NSW 2000  
Attention: Philip Kapp  
Email: [philip.kapp@justkapital.com.au](mailto:philip.kapp@justkapital.com.au)
    - (B) if to the Holder:  
Litman Holdings Pty. Ltd.  
Suite 107, Level 1, 350 George Street,  
Sydney NSW 2001  
Attention: Michael Becker  
Email: [m@litman.com.au](mailto:m@litman.com.au)
- (b) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:
- (i) if sent by hand, when delivered to the addressee;
  - (ii) if by post, three Business Days from and including the date of postage; or
  - (iii) if sent by email:
    - (A) when the sender receives an automated message confirming delivery; or
    - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender

receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

## 10 Rules for interpreting this document

### 10.1 Headings

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- (a) other than as expressly provided, a term or expression starting with a capital letter which is defined in the Corporations Act, but is not defined in **clause 1**, has the meaning given to it in the Corporations Act;
- (b) a reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it;
- (c) a singular word includes the plural, and vice versa; and
- (d) the expression 'this document' includes the agreement, arrangement, understanding or transaction recorded in this document.

### 10.2 Multiple parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party, then unless otherwise specified in this document:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them joint and severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

### **10.3 Compliance with ASX Listing Rules**

During the Escrow Period and for so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this document, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this document prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this document to contain a provision and it does not contain such a provision, this document is deemed to contain that provision;
- (e) if the ASX Listing Rules require this document not to contain a provision and it contains such a provision, this document is deemed not to contain that provision; and
- (f) if any provision of this document is or becomes inconsistent with the ASX Listing Rules, this document is deemed not to contain that provision to the extent of the inconsistency.

## Execution

**Executed** as a deed.

**Executed by JustKapital Litigation** )  
**Partners Limited** ACN 088 749 008 in )  
accordance with section 127(1) of the )  
*Corporations Act 2001* (Cth): )

.....  
Company Secretary/Director

.....  
Director

.....  
Name of Company Secretary/Director  
(print)

.....  
Name of Director (print)

**Executed by Litman Holdings Pty.** )  
**Ltd. ACN 133 560 068** in accordance )  
with section 127 of the *Corporations Act* )  
*2001*(Cth)

.....  
Sole Company Secretary/Sole Director

.....  
**MICHAEL BECKER**  
Name of Sole Company Secretary/Sole  
Director (print)