

**Form 603**  
Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme      Uniti Group Limited

ACN/ARSN      158 957 889

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

Name      Uniti Group Limited

ACN/ARSN (if applicable)      158 957 889

The holder became a substantial holder on      13/2/2019

### 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	54,310,522	54,310,522	27.95%

### 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
Uniti Group Limited ACN 158 957 889 (UWL)	Restriction on disposal of shares under voluntary escrow deeds between UWL and each registered holder of shares, each attached at Annexure D, giving UWL a technical 'relevant interest' in its own shares under section 608(1)(c) of the Corporations Act 2001 (Cth). However, UWL has no right to acquire these shares or to control the voting rights attaching to these shares.	23,821,501 ordinary shares
UWL	Restriction on disposal of shares under an Appendix 9A Restriction Agreement between UWL and each registered holder of shares, each attached at Annexure D, giving UWL a technical 'relevant interest' in its own shares under section 608(1)(c) of the Corporations Act 2001 (Cth). However, UWL has no right to acquire these shares or to control the voting rights attaching to these shares.	30,489,021 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
UWL	The Shareholders as set out in Annexure A	The Shareholders as set out in Annexure A	As set out in Annexure A
UWL	The Shareholders as set out in Annexure B	The Shareholders as set out in Annexure B	As set out in Annexure B

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	
UWL	As set out in Annexure A	N/A		As set out in Annexure A
UWL	As set out in Annexure B	N/A		As set out in Annexure B

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

7. Addresses

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

Name	Address
As set out in Annexure C	As set out in Annexure C

Signature

print name	capacity
sign here	date / /

## DIRECTIONS

- (1) 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.
  - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
  - (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
  - (4) The voting shares of a company constitute one class unless divided into separate classes.
  - (5) 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.
  - (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
  - (7) 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 any 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.
  - (8) 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."
  - (9) Details of the consideration must include any and all benefits, moneys 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.
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# GUIDE

**This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 603.**

## Signature

This form must be signed by either a director or a secretary of the substantial holder.

## Lodging period

Nil

## Lodging Fee

Nil

## Other forms to be completed

Nil

## Additional information

- (a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.
- (b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
  - (i) within 2 business days after they become aware of the information; or
  - (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:
    - (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and
    - (B) the person becomes aware of the information during the bid period.

## Annexures

- To make any annexure conform to the regulations, you must
- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
  - 2 show the corporation name and ACN or ARBN
  - 3 number the pages consecutively
  - 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
  - 5 identify the annexure with a mark such as A, B, C, etc
  - 6 endorse the annexure with the words:  
*This is annexure (mark) of (number) pages referred to in form (form number and title)*
  - 7 sign and date the annexure.
- The annexure must be signed by the same person(s) who signed the form.

## Annexure A - Voluntary Escrow Deeds

This is Annexure A of 8 pages referred to in Form 603 Notice of initial substantial holder in relation to Uniti Group Limited (ACN 158 957 889)

Name: Peter Wildy

Date: 9 September 2019

### Details of present registered holders (Item 4) of Form 603

Item	Holder of relevant interest	Registered holder of securities	Persons entitled to be registered as holders	Class and number of securities
1.	UWL	Astley Mark Cottrell	Astley Mark Cottrell	1,767,703 ordinary shares
2.	UWL	Robert Mark Braun	Robert Mark Braun	37,765 ordinary shares
3.	UWL	Antah Pty Ltd (ACN 603 949 248) as trustee for Hughesy Superannuation Fund	Antah Pty Ltd (ACN 603 949 248) as trustee for Hughesy Superannuation Fund	302,120 ordinary shares
4.	UWL	National Nominees Limited (ACN 004 278 899) as trustee for Copla Investment Partners Limited as Responsible Entity for OC Micro-Cap Fund (A/c OPCOEF)	National Nominees Limited (ACN 004 278 899) as trustee for Copla Investment Partners Limited as Responsible Entity for OC Micro-Cap Fund (A/c OPCOEF)	889,577 ordinary shares
5.	UWL	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Phoenix Trust	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Phoenix Trust	2,000 ordinary shares
6.	UWL	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Taliesen Trust	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Taliesen Trust	2,000 ordinary shares
7.	UWL	18 Knot Ventures Pty Ltd (ACN 166 545 973) as trustee for Green Arrows Trust	18 Knot Ventures Pty Ltd (ACN 166 545 973) as trustee for Green Arrows Trust	188,825 ordinary shares

Item	Holder of relevant interest	Registered holder of securities	Persons entitled to be registered as holders	Class and number of securities
8.	UWL	Adams Term Investments Pty Ltd (ACN 086 023 627)	Adams Term Investments Pty Ltd (ACN 086 023 627)	150,000 ordinary shares
9.	UWL	Bear Cat Ventures Pty Ltd (ACN 606 904 143) as trustee for BCV Alpha Trust	Bear Cat Ventures Pty Ltd (ACN 606 904 143) as trustee for BCV Alpha Trust	434,298 ordinary shares
10.	UWL	BNP Paribas Nominees Pty Limited (ACN 084 150 023) as nominee for BNP Paribas Securities Services as custodian for IOOF Investment Management Limited as responsible entity for the Multimix Wholesale Australian Shares Trust	BNP Paribas Nominees Pty Limited (ACN 084 150 023) as nominee for BNP Paribas Securities Services as custodian for IOOF Investment Management Limited as responsible entity for the Multimix Wholesale Australian Shares Trust	788,865 ordinary shares
11.	UWL	Dixson Trust Pty Ltd (ACN 000 002 951)	Dixson Trust Pty Ltd (ACN 000 002 951)	166,166 ordinary shares
12.	UWL	Matthew and Samantha Duncan	Matthew and Samantha Duncan	226,590 ordinary shares
13.	UWL	Grange (SA) Property Pty Ltd (ACN 125 451 390)	Grange (SA) Property Pty Ltd (ACN 125 451 390)	188,825 ordinary shares
14.	UWL	It's a Fugazi Pty Ltd (ACN 613 141 254) as trustee for Smaug Sufer Fund	It's a Fugazi Pty Ltd (ACN 613 141 254) as trustee for Smaug Sufer Fund	13,218 ordinary shares
15.	UWL	Mark de Kock	Mark de Kock	37,765 ordinary shares
16.	UWL	Anna Louise Grutzner and Andrew Main as joint trustees of the Main Super Fund	Anna Louise Grutzner and Andrew Main as joint trustees of the Main Super Fund	18,882 ordinary shares
17.	UWL	Jules Willem Johan Maussen as trustee for Maussen Family Trust	Jules Willem Johan Maussen as trustee for Maussen Family Trust	1,993,843 ordinary shares
18.	UWL	Christopher Brian Muir	Christopher Brian Muir	407,862 ordinary shares

Item	Holder of relevant interest	Registered holder of securities	Persons entitled to be registered as holders	Class and number of securities
19.	UWL	Adam Paul Mumme as trustee for AP & SA Mumme Family Trust No 2	Adam Paul Mumme as trustee for AP & SA Mumme Family Trust No 2	90,636 ordinary shares
20.	UWL	National Nominees Limited (ACN 004 278 899) as trustee for Perennial Value Microcap OP Trust	National Nominees Limited (ACN 004 278 899) as trustee for Perennial Value Microcap OP Trust	251,515 ordinary shares
21.	UWL	Nussey Family Super Fund Pty Ltd as trustee for Nussey Family Super Fund	Nussey Family Super Fund Pty Ltd as trustee for Nussey Family Super Fund	317,226 ordinary shares
22.	UWL	Andrew Paul Nussey	Andrew Paul Nussey	317,226 ordinary shares
23.	UWL	Oaktone Nominees Pty Ltd (ACN 074 566 635) as trustee for Grist Investment Trust	Oaktone Nominees Pty Ltd (ACN 074 566 635) as trustee for Grist Investment Trust	1,897,690 ordinary shares
24.	UWL	Sharon Sylvia Peruch and Stephen Brett Peruch as joint trustees for Peruch Family Super Fund	Sharon Sylvia Peruch and Stephen Brett Peruch as joint trustees for Peruch Family Super Fund	50,000 ordinary shares
25.	UWL	PJG Gibbons Pty Ltd (ACN 150 698 507) as trustee for Scylla Discretionary Trust (PJG)	PJG Gibbons Pty Ltd (ACN 150 698 507) as trustee for Scylla Discretionary Trust (PJG)	208,976 ordinary shares
26.	UWL	All Ova Super Pty Limited (ACN 151 988 411) as trustee for Atkins Family Super Fund	All Ova Super Pty Limited (ACN 151 988 411) as trustee for Atkins Family Super Fund	9,441 ordinary shares
27.	UWL	Yun Huang Yong & Pai Liang Yong as joint trustees for Pythagoras Super Fund	Yun Huang Yong & Pai Liang Yong as joint trustees for Pythagoras Super Fund	245,473 ordinary shares
28.	UWL	Spenceley Management Pty Ltd (ACN 127 151 437) as trustee for Spenceley Family Trust	Spenceley Management Pty Ltd (ACN 127 151 437) as trustee for Spenceley Family Trust	1,661,659 ordinary shares
29.	UWL	Luab Pty Ltd (ACN 111 105 901)	Luab Pty Ltd (ACN 111 105 901)	3,687,342 ordinary shares

Item	Holder of relevant interest	Registered holder of securities	Persons entitled to be registered as holders	Class and number of securities
30.	UWL	CHD Holdings Pty Ltd (ACN 084 970 767) as trustee for CPTL Family Trust	CHD Holdings Pty Ltd (ACN 084 970 767) as trustee for CPTL Family Trust	906,360 ordinary shares
31.	UWL	924 Pty Ltd (ACN 607 435 512)	924 Pty Ltd (ACN 607 435 512)	50,000 ordinary shares
32.	UWL	Steven John Appleby	Steven John Appleby	3,080,000 ordinary shares
33.	UWL	Benjamin Edward Seaman	Benjamin Edward Seaman	770,000 ordinary shares
34.	UWL	Richmond Bridge Pty Ltd (ACN 084 510 501) as trustee for the Richmond Bridge Trust	Richmond Bridge Pty Ltd (ACN 084 510 501) as trustee for the Richmond Bridge Trust	2,750,000 ordinary shares
35.	UWL	SM Tech Co No. 4 Pty Ltd (ACN 152 960 373) as trustee for the SP Marburg Family Trust No. 4	SM Tech Co No. 4 Pty Ltd (ACN 152 960 373) as trustee for the SP Marburg Family Trust No. 4	846,448 ordinary shares
36.	UWL	TPSMLS Pty Ltd (ACN 609 728 501)	TPSMLS Pty Ltd (ACN 609 728 501)	131,652 ordinary shares
37.	UWL	Capital J Investments Pty Ltd as trustee for Capital J Investments Discretionary Trust	Capital J Investments Pty Ltd as trustee for Capital J Investments Discretionary Trust	6,278,030 ordinary shares

**Consideration (Item 5) of Form 603**

Item	Holder of relevant interest	Date of acquisition		Consideration (9)		Class and number of securities
				Cash	Noncash	
1.	UWL	Astley Mark Cottrell	28/11/2018	N/A		1,767,703 ordinary shares

Item	Holder of relevant interest	Date of acquisition		Consideration (9)		Class and number of securities
				Cash	Noncash	
2.	UWL	Antah Pty Ltd (ACN 603 949 248) as trustee for Hughesy Superannuation Fund	29/11/2018	N/A		302,120 ordinary shares
3.	UWL	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Phoenix Trust	12/12/2018	N/A		2,000 ordinary shares
4.	UWL	18 Knot Ventures Pty Ltd (ACN 166 545 973) as trustee for Green Arrows Trust	12/12/2018	N/A		188,825 ordinary shares
5.	UWL	Bear Cat Ventures Pty Ltd (ACN 606 904 143) as trustee for BCV Alpha Trust	12/12/2018	N/A		434,298 ordinary shares
6.	UWL	Dixon Trust Pty Ltd (ACN 000 002 951)	12/12/2018	N/A		166,166 ordinary shares
7.	UWL	Grange (SA) Property Pty Ltd (ACN 125 451 390)	12/12/2018	N/A		188,825 ordinary shares
8.	UWL	Mark de Kock	12/12/2018	N/A		37,765 ordinary shares
9.	UWL	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Phoenix Trust	Released from Escrow on 30 August 2019	N/A		(2,000 ordinary shares)
10.	UWL	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Taliesen Trust	Released from Escrow on 30 August 2019	N/A		(2,000 ordinary shares)
11.	UWL	18 Knot Ventures Pty Ltd (ACN 166 545 973) as trustee for Green Arrows Trust	Released from Escrow on 30 August 2019	N/A		(188,825 ordinary shares)
12.	UWL	924 Pty Ltd (ACN 607 435 512)	Released from Escrow on 30 August 2019	N/A		(50,000 ordinary shares)

Item	Holder of relevant interest	Date of acquisition		Consideration (9)		Class and number of securities
				Cash	Noncash	
13.	UWL	Adams Term Investments Pty Ltd (ACN 086 023 627)	Released from Escrow on 30 August 2019	N/A		(150,000 ordinary shares)
14.	UWL	Bear Cat Ventures Pty Ltd (ACN 606 904 143) as trustee for BCV Alpha Trust	Released from Escrow on 30 August 2019	N/A		(434,298 ordinary shares)
15.	UWL	BNP Paribas Nominees Pty Limited (ACN 084 150 023) as nominee for BNP Paribas Securities Services as custodian for IOOF Investment Management Limited as responsible entity for the Multimix Wholesale Australian Shares Trust	Released from Escrow on 30 August 2019	N/A		(788,865 ordinary shares)
16.	UWL	Robert Mark Braun	Released from Escrow on 30 August 2019	N/A		(37,765 ordinary shares)
17.	UWL	Astley Mark Cottrell	Released from Escrow on 30 August 2019	N/A		(1,767,703 ordinary shares)
18.	UWL	Dixon Trust Pty Ltd (ACN 000 002 951)	Released from Escrow on 30 August 2019	N/A		(166,166 ordinary shares)
19.	UWL	Matthew and Samantha Duncan	Released from Escrow on 30 August 2019	N/A		(226,590 ordinary shares)
20.	UWL	Grange (SA) Property Pty Ltd (ACN 125 451 390)	Released from Escrow on 30 August 2019	N/A		(188,825 ordinary shares)
21.	UWL	Antah Pty Ltd (ACN 603 949 248) as trustee for Hughesy Superannuation Fund	Released from Escrow on 30 August 2019	N/A		(302,120 ordinary shares)

Item	Holder of relevant interest	Date of acquisition		Consideration (9)		Class and number of securities
				Cash	Noncash	
22.	UWL	It's a Fugazi Pty Ltd (ACN 613 141 254) as trustee for Smaug Sufer Fund	Released from Escrow on 30 August 2019	N/A		(13,218 ordinary shares)
23.	UWL	Mark de Kock	Released from Escrow on 30 August 2019	N/A		(37,765 ordinary shares)
24.	UWL	Anna Louise Grutzner and Andrew Main as joint trustees of the Main Super Fund	Released from Escrow on 30 August 2019	N/A		(18,882 ordinary shares)
25.	UWL	Jules Willem Johan Maussen as trustee for Maussen Family Trust	Released from Escrow on 30 August 2019	N/A		(1,993,843 ordinary shares)
26.	UWL	Christopher Brian Muir	Released from Escrow on 30 August 2019	N/A		(407,862 ordinary shares)
27.	UWL	Adam Paul Mumme as trustee for AP & SA Mumme Family Trust No 2	Released from Escrow on 30 August 2019	N/A		(90,636 ordinary shares)
28.	UWL	National Nominees Limited (ACN 004 278 899) as trustee for Copla Investment Partners Limited as Responsible Entity for OC Micro-Cap Fund (A/c OPCOEF)	Released from Escrow on 30 August 2019	N/A		(889,577 ordinary shares)
29.	UWL	National Nominees Limited (ACN 004 278 899) as trustee for Perennial Value Microcap OP Trust	Released from Escrow on 30 August 2019	N/A		(251,515 ordinary shares)
30.	UWL	Nussey Family Super Fund Pty Ltd as trustee for Nussey Family Super Fund	Released from Escrow on 30 August 2019	N/A		(317,226 ordinary shares)

Item	Holder of relevant interest	Date of acquisition		Consideration (9)		Class and number of securities
				Cash	Noncash	
31.	UWL	Andrew Paul Nussey	Released from Escrow on 30 August 2019	N/A		(317,226 ordinary shares)
32.	UWL	Oaktone Nominees Pty Ltd (ACN 074 566 635) as trustee for Grist Investment Trust	Released from Escrow on 30 August 2019	N/A		(1,897,690 ordinary shares)
33.	UWL	Sharon Sylvia Peruch and Stephen Brett Peruch as joint trustees for Peruch Family Super Fund	Released from Escrow on 30 August 2019	N/A		(50,000 ordinary shares)
34.	UWL	PJG Gibbons Pty Ltd (ACN 150 698 507) as trustee for Scylla Discretionary Trust (PJG)	Released from Escrow on 30 August 2019	N/A		(208,976 ordinary shares)
35.	UWL	All Ova Super Pty Limited (ACN 151 988 411) as trustee for Atkins Family Super Fund	Released from Escrow on 30 August 2019	N/A		(9,441 ordinary shares)
36.	UWL	Yun Huang Yong & Pai Liang Yong as joint trustees for Pythagoras Super Fund	Released from Escrow on 30 August 2019	N/A		(245,473 ordinary shares)
37.	UWL	Spenceley Management Pty Ltd (ACN 127 151 437) as trustee for Spenceley Family Trust	Released from Escrow on 30 August 2019	N/A		(1,661,659 ordinary shares)
38.	UWL	CHD Holdings Pty Ltd (ACN 084 970 767) as trustee for CPTL Family Trust	Released from Escrow on 30 August 2019	N/A		(906,360 ordinary shares)
39.		Capital J Investments Pty Ltd (ACN 614 885 960) as trustee for Capital J Investments Discretionary Trust	14 August 2019	N/A		6,278,029 ordinary shares

## **Annexure B - Appendix 9A Restriction Agreements**

*This is Annexure B of 5 pages referred to in Form 603 Notice of initial substantial holder in relation to Uniti Group Limited (ACN 158 957 889)*

**Name:** Peter Wildy

**Date:** 9 September 2019

### **Details of present registered holders (Item 4) of Form 603**

<b>Item</b>	<b>Holder of relevant interest</b>	<b>Registered holder of securities</b>	<b>Person entitled to be registered as holder</b>	<b>Class and number of securities</b>
1.	UWL	Jules Willem Johan Maussen	Jules Willem Johan Maussen	193,957 ordinary shares
2.	UWL	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Phoenix Trust	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Phoenix Trust	8,209,010 ordinary shares
3.	UWL	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Taliesen Trust	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Taliesen Trust	8,209,010 ordinary shares
4.	UWL	Jules Willem Johan Maussen as trustee for Maussen Family Trust	Jules Willem Johan Maussen as trustee for Maussen Family Trust	1,163,657 ordinary shares
5.	UWL	Astley Mark Cottrell	Astley Mark Cottrell	91,550 ordinary shares
6.	UWL	Matthew Duncan	Matthew Duncan	50,861 ordinary shares
7.	UWL	Adelaide Internet Pty Ltd (ACN 073 984 399) as trustee of John Lindsay Family Trust	Adelaide Internet Pty Ltd (ACN 073 984 399) as trustee of John Lindsay Family Trust	307,279 ordinary shares
8.	UWL	Basslay Pty. Limited (ACN 084 547 580) as trustee for Barclay Family Trust	Basslay Pty. Limited (ACN 084 547 580) as trustee for Barclay Family Trust	2,458,228 ordinary shares

Item	Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
9.	UWL	Capital Telecommunications Pty Ltd (ACN 088 925 053)	Capital Telecommunications Pty Ltd (ACN 088 925 053)	2,794,608 ordinary shares
10.	UWL	Timothy Gramp and Kathryn Joy Gramp as joint trustees of T & KJ Gramp Family Trust	Timothy Gramp and Kathryn Joy Gramp as joint trustees of T & KJ Gramp Family Trust	307,279 ordinary shares
11.	UWL	National Nominees Limited (ACN 004 278 899)	National Nominees Limited (ACN 004 278 899)	555,151 ordinary shares
12.	UWL	Bear Cat Ventures Pty Ltd (ACN 606 904 143) as trustee for BCV Alpha Trust	Bear Cat Ventures Pty Ltd (ACN 606 904 143) as trustee for BCV Alpha Trust	40,689 ordinary shares
13.	UWL	Dixson Trust Pty Ltd (ACN 000 002 951)	Dixson Trust Pty Ltd (ACN 000 002 951)	203,444 ordinary shares
14.	UWL	Grange (SA) Property Pty Ltd (ACN 125 451 390)	Grange (SA) Property Pty Ltd (ACN 125 451 390)	101,722 ordinary shares
15.	UWL	Mark de Kock	Mark de Kock	40,689 ordinary shares
16.	UWL	Christopher Brian Muir	Christopher Brian Muir	40,689 ordinary shares
17.	UWL	5PM Pty Limited (ACN 610 400 373) as trustee for the 5PM Unit Trust C/- Masselos Graham Masselos Pty Limited	5PM Pty Limited (ACN 610 400 373) as trustee for the 5PM Unit Trust C/- Masselos Graham Masselos Pty Limited	40,689 ordinary shares
18.	UWL	Bombora Investment Management Pty Limited (ACN 625 413 390) as trustee for the Special Investments Growth Fund	Bombora Investment Management Pty Limited (ACN 625 413 390) as trustee for the Special Investments Growth Fund	462,625 ordinary shares
19.	UWL	Bombora Investment Management Pty Limited (ACN 625 413 390)	Bombora Investment Management Pty Limited (ACN 625 413 390)	508,609 ordinary shares
20.	UWL	Viburnum Funds Pty Ltd (ACN 126 348 990) as trustee for VF Strategic Equities Fund	Viburnum Funds Pty Ltd (ACN 126 348 990) as trustee for VF Strategic Equities Fund	1,220,660 ordinary shares

Item	Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
21.	UWL	National Nominees Limited (ACN 004 278 899) ANF Perennial Investment Management Limited ACN 108 747 637 as responsible entity for Perennial Value Microcap Opportunities Trust	National Nominees Limited (ACN 004 278 899) ANF Perennial Investment Management Limited ACN 108 747 637 as responsible entity for Perennial Value Microcap Opportunities Trust	1,942,470 ordinary shares
22.	UWL	Webinvest Pty Ltd (ACN 078 316 864) as trustee for OLSB Unit Trust	Webinvest Pty Ltd (ACN 078 316 864) as trustee for OLSB Unit Trust	50,861 ordinary shares
23.	UWL	Bell Potter Nominees Ltd (ACN 088 899 601)	Bell Potter Nominees Ltd (ACN 088 899 601)	1,000,000 ordinary shares
24.	UWL	Washington J, Soul Pattinson and Company Limited (ACN 000 002 728)	Washington J, Soul Pattinson and Company Limited (ACN 000 002 728)	495,284 ordinary shares

**Consideration (Item 5) of Form 603**

Item	Holder of relevant interest	Date of acquisition			Consideration (9)		Class and number of securities
					Cash	Noncash	
1.	UWL	Jules Willem Johan Maussen	6/12/2018		N/A		193,957 ordinary shares
2.	UWL	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Phoenix Trust	6/02/2019		N/A		8,209,010 ordinary shares
3.	UWL	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Taliesen Trust	6/02/2019		N/A		8,209,010 ordinary shares
4.	UWL	Jules Willem Johan Maussen as trustee for Maussen Family Trust	6/02/2019		N/A		1,163,657 ordinary shares

Item	Holder of relevant interest	Date of acquisition		Consideration (9)		Class and number of securities
				Cash	Noncash	
5.	UWL	Astley Mark Cottrell	6/02/2019	N/A		91,550 ordinary shares
6.	UWL	Matthew Duncan	6/02/2019	N/A		50,861 ordinary shares
7.	UWL	Adelaide Internet Pty Ltd (ACN 073 984 399) as trustee of John Lindsay Family Trust	7/02/2019	N/A		307,279 ordinary shares
8.	UWL	Basslay Pty. Limited (ACN 084 547 580) as trustee for Barclay Family Trust	7/02/2019	N/A		2,458,228 ordinary shares
9.	UWL	Capital Telecommunications Pty Ltd (ACN 088 925 053)	7/02/2019	N/A		2,794,608 ordinary shares
10.	UWL	Timothy Gramp and Kathryn Joy Gramp as joint trustees of T & KJ Gramp Family Trust	7/02/2019	N/A		307,279 ordinary shares
11.	UWL	National Nominees Limited (ACN 004 278 899)	7/02/2019	N/A		555,151 ordinary shares
12.	UWL	Bear Cat Ventures Pty Ltd (ACN 606 904 143) as trustee for BCV Alpha Trust	7/02/2019	N/A		40,689 ordinary shares
13.	UWL	Dixson Trust Pty Ltd (ACN 000 002 951)	7/02/2019	N/A		203,444 ordinary shares
14.	UWL	Grange (SA) Property Pty Ltd (ACN 125 451 390)	7/02/2019	N/A		101,722 ordinary shares
15.	UWL	Mark de Kock	7/02/2019	N/A		40,689 ordinary shares
16.	UWL	Christopher Brian Muir	7/02/2019	N/A		40,689 ordinary shares

Item	Holder of relevant interest	Date of acquisition		Consideration (9)		Class and number of securities
				Cash	Noncash	
17.	UWL	5PM Pty Limited (ACN 610 400 373) as trustee for the 5PM Unit Trust C/- Masselos Graham Masselos Pty Limited	8/02/2019	N/A		40,689 ordinary shares
18.	UWL	Bombora Investment Management Pty Limited (ACN 625 413 390) as trustee for the Special Investments Growth Fund	9/02/2019	N/A		462,625 ordinary shares
19.	UWL	Bombora Investment Management Pty Limited (ACN 625 413 390)	9/02/2019	N/A		508,609 ordinary shares
20.	UWL	Viburnum Funds Pty Ltd (ACN 126 348 990) as trustee for VF Strategic Equities Fund	9/02/2019	N/A		1,220,660 ordinary shares
21.	UWL	National Nominees Limited (ACN 004 278 899) ANF Perennial Investment Management Limited ACN 108 747 637 as responsible entity for Perennial Value Microcap Opportunities Trust	9/02/2019	N/A		1,942,470 ordinary shares
22.	UWL	Webinvest Pty Ltd (ACN 078 316 864) as trustee for OLSB Unit Trust	11/02/2019	N/A		50,861 ordinary shares
23.	UWL	Bell Potter Nominees Ltd (ACN 088 899 601)	11/02/2019	N/A		1,000,000 ordinary shares
24.	UWL	Washington J, Soul Pattinson and Company Limited (ACN 000 002 728)	11/02/2019	N/A		495,284 ordinary shares

## Annexure C - Addresses

This is Annexure C of 5 pages referred to in Form 603 Notice of initial substantial holder in relation to Uniti Group Limited (ACN 158 957 889)

Name: Peter Wildy

Date: 9 September 2019

Item	Name	Address
1.	Uniti Group Limited (ACN 158 957 889)	Level 1, 44 Currie Street, Adelaide, Australia, SA 5000
2.	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Phoenix Trust	Level 7, 420 King William Street, Adelaide, SA 5000
3.	Chash Nominees Pty Ltd (ACN 165 896 462) as trustee for The Taliesen Trust	Level 7, 420 King William Street, Adelaide, SA 5000
4.	18 Knot Ventures Pty Ltd (ACN 166 545 973) as trustee for Green Arrows Trust	15 Cox Avenue, Bondi Beach, NSW 2026
5.	924 Pty Ltd (ACN 607 435 512)	C/- LA & VJ Buono, Unit 9, 24 Birley Road, Manly, NSW 2095
6.	Adam Term Investments Pty Ltd (ACN 086 023 627)	Apartment 7D, 2-22 Know Street, Double Bay, NSW 2028
7.	Bear Cat Ventures Pty Ltd (ACN 606 904 143) as trustee for BCV Alpha Trust	39 Eastcote Road, North Epping, NSW 2121
8.	BNP Paribas Nominees Pty Limited (ACN 084 150 023) as nominee for BNP Paribas Securities Services as custodian for IOOF Investment Management Limited as responsible entity for the Multimix Wholesale Australian Shares Trust	PO Box R209, Royal Exchange, NSW 1225

Item	Name	Address
9.	Robert Mark Braun	85 Williams Road, Prahran, VIC, 3181
10.	Astley Mark Cottrell	31 Sellheim Street, Grange, QLD 4051
11.	Dixson Trust Pty Ltd (ACN 000 002 951)	Level 8, 15 Castlereagh Street, Sydney, NSW 2000
12.	Matthew and Samantha Duncan	82 Kitchener Road, Ascot, QLD 4007
13.	Grange (SA) Property Pty Ltd (ACN 125 451 390)	424 Glynburn Road, Erindale, SA 5066
14.	Antah Pty Ltd (ACN 603 949 248) as trustee for Hughesy Superannuation Fund	19 Tamarang Street, Tarragindi, QLD 4121
15.	It's a Fugazi Pty Ltd (ACN 613 141 254) as trustee for Smaug Sufer Fund	28 Uralba Place, Wahroonga, NSW 2076
16.	Mark de Kock	3 Clifton Avenue, Northbridge NSW 2063
17.	Anna Louise Grutzner and Andrew Main as joint trustees of the Main Super Fund	c/- Yoursmsf, Level 4, 16 Marie Street, Milton, QLD 4064
18.	Jules Willem Johan Maussen as trustee for Maussen Family Trust	19 Crowther Street, Windsor, Queensland 4030
19.	Jules Willem Johan Maussen	19 Crowther Street, Windsor, Queensland 4030
20.	Christopher Brian Muir	22 Bally Street, Kelvin Grove, QLD 4059

Item	Name	Address
21.	Adam Paul Mumme as trustee for AP & SA Mumme Family Trust No 2	289 Coxs Hill Road, Onkaparinga Hills, SA 5163
22.	National Nominees Limited (ACN 004 278 899) as trustee for Copla Investment Partners Limited as Responsible Entity for OC Micro-Cap Fund (A/c OPCOEF)	GPO Box 1406, Melbourne, VIC 3001 and Level 12, 500 Bourke Street, Melbourne VIC 3000
23.	National Nominees Limited (ACN 004 278 899) as trustee for Perennial Value Microcap OP Trust	GPO Box 1406, Melbourne, VIC 3001
24.	National Nominees Limited (ACN 004 278 899) ANF Perennial Investment Management Limited ACN 108 747 637 as responsible entity for Perennial Value Microcap Opportunities Trust	Level 1, 800 Bourke Street, Docklands, VIC 30008
25.	National Nominees Limited (ACN 004 278 899)	GPO Box 1406, Melbourne VIC 3001
26.	Nussey Family Super Fund Pty Ltd as trustee for Nussey Family Super Fund	24 Watson Street, Newmarket, QLD 4051
27.	Andrew Paul Nussey	24 Watson Street, Newmarket, QLD 4051
28.	Oaktone Nominees Pty Ltd (ACN 074 566 635) as trustee for Grist Investment Trust	Level 7, 520 King William Street, Adelaide, SA 5000
29.	Sharon Sylvia Peruch and Stephen Brett Peruch as joint trustees for Peruch Family Super Fund	1345 Wisemans Ferry Road, Somersby, NSW 2250
30.	PJG Gibbons Pty Ltd (ACN 150 698 507) as trustee for Scylla Discretionary Trust (PJG)	17 Scylla Road, Oyster Bay, NSW 225
31.	All Ova Super Pty Limited (ACN 151 988 411) as trustee for Atkins Family Super Fund	PP Atkins & Co, 77 Willarong Road, Caringbah, NSW 2229
32.	Yun Huang Yong & Pai Liang Yong as joint trustees for Pythagoras Super Fund	39 Eastcote Road, North Epping, NSW 2121

Item	Name	Address
33.	Spenceley Management Pty Ltd (ACN 127 151 437) as trustee for Spenceley Family Trust	Level 7, 420 King William Street, Adelaide, SA 5000
34.	Luab Pty Ltd (ACN 111 105 901)	21 Chesterfield Parade, Bronte NSW 2024
35.	Capital J Investments Pty Ltd as trustee for Capital J Investments Discretionary Trust	Level 4, 500 Queen Street, Brisbane, Queensland 4000
36.	Steven John Appleby	106 Louisa Road, Birchgrove NSW 2041
37.	Benjamin Edward Seaman	38 Phoenix Street, Lane Cove, NSW 2066
38.	Richmond Bridge Pty Ltd (ACN 084 510 501) as trustee for the Richmond Bridge Trust	19 Botanic Road, Mosman, NSW 2088
39.	SM Tech Co No. 4 Pty Ltd (ACN 152 960 373) as trustee for the SP Marburg Family Trust No. 4	Suite 1408 / 9 Yarra Street, South Yarra VIC 3141
40.	TPSMLS Pty Ltd (ACN 609 728 501)	13 Verdant Avenue, Sandhurst VIC 3977
41.	5PM Pty Limited (ACN 610 400 373) as trustee for the 5PM Unit Trust C/- Masselos Graham Masselos Pty Limited	Level 17, 44 Market Street, Sydney, NSW 2000
42.	Adelaide Internet Pty Ltd (ACN 073 984 399) as trustee of John Lindsay Family Trust	PO Box 291, Rundle Mall, SA 5000
43.	Basslay Pty. Limited (ACN 084 547 580) as trustee for Barclay Family Trust	902/2 Dind Street, Milsons Point, NSW 2061
44.	Bombora Investment Management Pty Limited (ACN 625 413 390) as trustee for the Special Investments Growth Fund	Level 1, 51-57 Pitt Street, Sydney, NSW 2000

Item	Name	Address
45.	Bombora Investment Management Pty Limited (ACN 625 413 390)	Level 1, 51-57 Pitt Street, Sydney, NSW 2000
46.	Capital Telecommunications Pty Ltd (ACN 088 925 053)	Level 7, 420 King William Street, Adelaide, SA 5000
47.	Timothy Gramp and Kathryn Joy Gramp as joint trustees of T & KJ Gramp Family Trust	Le Cornu Lewis Hancock, GPO Box 446, Adelaide, SA 5001
48.	Viburnum Funds Pty Ltd (ACN 126 348 990) as trustee for VF Strategic Equities Fund	31 Carrington Street, Nedlands, WA 6009
49.	Webinvest Pty Ltd (ACN 078 316 864) as trustee for OLSB Unit Trust	ANZ Margin Lending A/C, PO Box 3025, Ashgrove East, QLD 4060
50.	Bell Potter Nominees Ltd (ACN 088 899 601)	GPO Box 4718TT, Melbourne VIC
51.	Washington J, Soul Pattinson and Company Limited (ACN 000 002 728)	Level 2, 160 Pitt Street, Sydney, NSW 2000
52.	CHD Holdings Pty Ltd (ACN 084 970 767)	47 Finishng Point Road, Rathmines, NSW, 2283

***Annexure D***

*"This is Annexure D of 640 pages referred to in Form 603 Notice of initial substantial holder in relation to Uniti Group Limited (ACN 158 957 889).  
This Annexure D is uploaded in two parts, Part 1 being pages 1 to 314 (attached) and Part 2 being pages 315 to 640 (separately)."*

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**Name: Peter Wildy**

**Date: 9 September 2019**

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a \*controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the restricted securities.

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+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

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+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Appendix 9A Restriction agreement

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### Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

### Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

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+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
5PM PTY LIMITED ACN 610 400 372 AS TRUSTEE FOR THE 5PM UNIT TRUST  
C/- MASSELOS GRAHAM MASSELOS PTY LIMITED, LEVEL 17 44 MARKET  
STREET, SYDNEY, NSW, 2000
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are  
escrowed):  
6,403 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE  
SECURITIES.  
34,286 SHARES – 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018.
5. Particulars of restricted securities:  
6,403 FULLY PAID ORDINARY SHARES  
34,286 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 8 February 2019


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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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**Executed** as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**SASHA BARANIKOV**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

**Peter Wildy**  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **5PM PTY LIMITED ACN 610 400 372 AS TRUSTEE FOR THE 5PM UNIT TRUST** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**ANDREW WINDYDANK**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

**JAMES STEVENSON**  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

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<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
ADELAIDE INTERNET PTY LTD ACN 073 984 399 AS TRUSTEE OF JOHN  
LINDSAY FAMILY TRUST  
PO BOX 291, RUNDLE MALL, SA, 5000
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are  
escrowed):  
24 MONTHS COMMENCING ON THE DATE ON WHICH +QUOTATION OF  
+SECURITIES COMMENCES.
5. Particulars of restricted securities:  
307,279 FULLY PAID ORDINARY SHARES  
921,835 OPTIONS TO ACQUIRE ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 7/2/19

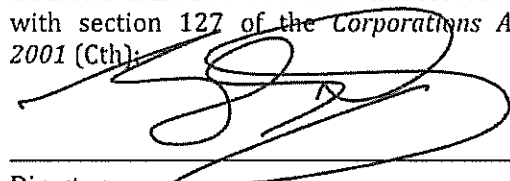
---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**


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Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**JOHN LINDSAY**  
\_\_\_\_\_  
Name of Director

BLOCK LETTERS

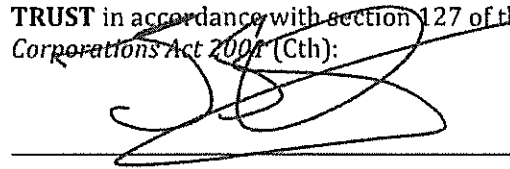
  
\_\_\_\_\_  
\*Director/\*Company Secretary

**Peter Wildy**  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary

BLOCK LETTERS

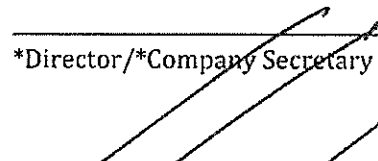
\*please strike out as appropriate

Executed as a deed by **ADELAIDE INTERNET PTY LTD ACN 073 984 399 AS TRUSTEE OF JOHN LINDSAY FAMILY TRUST** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**JOHN LINDSAY**  
\_\_\_\_\_  
Name of Director

BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

**Name of \*Director/\*Company Secretary**  
BLOCK LETTERS

\*please strike out as appropriate

## **Restriction agreement**

**We, the persons in:**

- **Item 1 of the schedule ("entity");**
- **Item 2 of the schedule ("holder");**
- **Item 3 of the schedule ("controller"),**

**agree as follows.**

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the official list of ASX.**
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.**
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.**

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.**
  - (a) Dispose of, or agree or offer to dispose of, the restricted securities.**

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**+ See chapter 19 for defined terms.**

**Appendix 9A**  
**Restriction agreement**

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

**Warranties**

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+ See chapter 19 for defined terms.

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.**
- (a) The holder is an individual.**
  - (b) The holder has no \*controller.**
  - (c) The holder has the \*controllers set out in item 3 with the interests identified in item 6, and each \*controller comes within an exception set out in rule 9.1.4.**

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**+ See chapter 19 for defined terms.**

## **Appendix 9A**

### **Restriction agreement**

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**The holder gives this warranty.**

- 6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.**
- 7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.**
- 8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.**
- 9. A breach of any of these warranties is a breach of this agreement.**

#### **Consequences of breaching this agreement**

- 10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.**
- 11. If the holder or a +controller breach this agreement, each of the following applies.**
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.**
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any**

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**+ See chapter 19 for defined terms.**

of the +restricted securities. This is in addition to other rights and remedies of the entity.

- (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

- 12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

- 13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.**

## **Definitions and Interpretation**

**In this agreement:**

**ASX means ASX Limited.**

**controller interests means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.**

**escrow period means the period set out in item 4 of the schedule.**

**restricted securities means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.**

**The singular includes the plural and vice versa.**

**A reference to a party includes its successors, personal representatives and transferees.**

**Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.**

**Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.**

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**+ See chapter 19 for defined terms.**

**Schedule**

- 1. Entity's name and address:**  
**UNITI WIRELESS LIMITED ACN 158 957 889**  
**LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000**
- 2. Holder's name and address:**  
**GOLDEN TRIANGLE CAPITAL PTY LTD**  
**AUTH CORPORATE REP OF AFSL 334653**  
**6/295 ROKEBY RD**  
**SUBIACO WA 6008**
- 3. Each +controllers' name and address:**  
**N/A**
- 4. Escrow period (the date from which the initial restricted securities are escrowed):**  
**24 MONTHS COMMENCING ON THE DATE ON WHICH**  
**+QUOTATION OF +SECURITIES COMMENCES**
- 5. Particulars of restricted securities:**  
**833,340 OPTIONS TO ACQUIRE ORDINARY SHARES**
- 6. Particulars of controller interests:**  
**N/A**
- 7. Particulars of security interests over restricted securities:**  
**N/A**
- 8. Particulars of security interests over controller interests:**  
**N/A**

**Dated:** 8/2/19

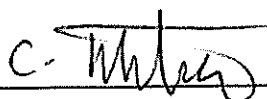
---

**+ See chapter 19 for defined terms.**

**Appendix 9A**  
**Restriction agreement**

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**Executed as a deed by UNITI  
WIRELESS LIMITED ACN 158 957  
889 in accordance with section 127  
of the *Corporations Act 2001* (Cth):**


  
\_\_\_\_\_  
**Director**

CHE METCALFE  
\_\_\_\_\_  
**Name of Director**  
**BLOCK LETTERS**

  
\_\_\_\_\_  
**\*Director/\*Company Secretary**


Peter Wildy  
\_\_\_\_\_  
**Name of \*Director/\*Company**  
**Secretary**  
**BLOCK LETTERS**  
**\*please strike out as appropriate**

**Executed as a deed by GOLDEN  
TRIANGLE CAPITAL PTY LTD in  
accordance with section 127 of the  
*Corporations Act 2001* (Cth):**

  
\_\_\_\_\_  
**Director**

ZANE LEWIS  
\_\_\_\_\_  
**Name of Director**     *Sole Director*  
**BLOCK LETTERS**

  
\_\_\_\_\_  
**\*Director/\*Company Secretary**

  
\_\_\_\_\_  
**Name of \*Director/\*Company**  
**Secretary**  
**BLOCK LETTERS**  
**\*please strike out as appropriate**

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+ See chapter 19 for defined terms.

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) Dispose of, or agree or offer to dispose of, the restricted securities.

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+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the \*certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or \*recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the \*issuer sponsored subregister, the holder hereby agrees in writing to the application of a \*holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no \*controller.
  - (c) The holder has the \*controllers set out in item 3 with the interests identified in item 6, and each \*controller comes within an exception set out in rule 9.1.4.

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\* See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each \*controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

#### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the \*restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

#### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

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+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

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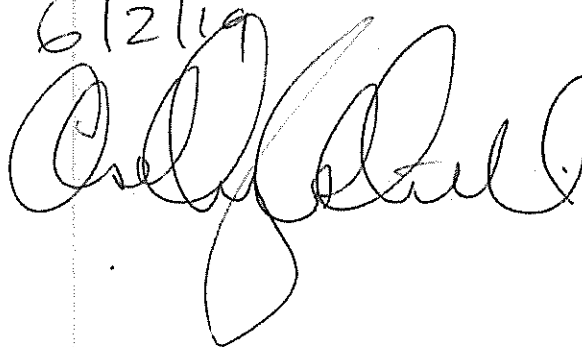
+ See chapter 19 for defined terms.

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**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
ASTLEY COTTRELL  
31 SELLHEIM STREET, GRANGE, QLD, 4051
3. Each 'controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
14,407 SHARES - 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE SECURITIES.  
77,143 SHARES - 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018.
5. Particulars of restricted securities:  
14,407 FULLY PAID ORDINARY SHARES  
77,143 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated:

6/2/19  


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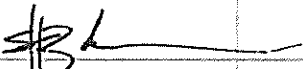
+ See chapter 19 for defined terms.



Appendix 9A  
Restriction agreement

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Executed as a deed by UNITI WIRELESS  
LIMITED ACN 158 957 889 in accordance  
with section 127 of the Corporations Act  
2001 (Cth):

  
Director

SASHA BARANIKOV

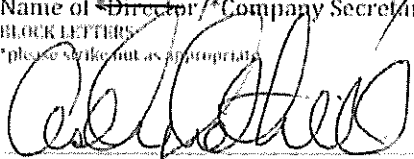
Name of Director  
BLOCK LETTERS

Signed and sealed by  
ASTLEY COTTRELL  
in the presence of:

  
Witness signature

Kristina McLennan  
Name of witness  
BLOCK LETTERS

  
~~\*Director~~/\*Company Secretary

Peter Wildy  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate  
  
ASTLEY COTTRELL

---

\* See chapter 19 for defined terms



## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

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<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

### Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

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+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

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+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
BASSLAY PTY. LIMITED ACN 084 547 580 AS TRUSTEE FOR BARCLAY FAMILY TRUST  
902/2 DIND STREET, MILSONS POINT NSW 2061
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
24 MONTHS COMMENCING ON THE DATE ON WHICH +QUOTATION OF +SECURITIES COMMENCES.
5. Particulars of restricted securities:  
2,458,228 FULLY PAID ORDINARY SHARES  
2,458,228 OPTIONS TO ACQUIRE ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 7/2/19

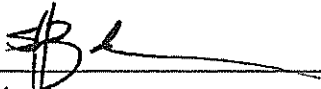
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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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**Executed** as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director


**SASHA BARANIKOV**

Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

**Peter Wildy**  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **BASSLAY PTY. LIMITED ACN 084 547 580 AS TRUSTEE FOR BARCLAY FAMILY TRUST** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Sole Director

**GRAEME BARCLAY**

Name of Director  
BLOCK LETTERS

\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

~~Name of~~ ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

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+ See chapter 19 for defined terms.

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

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<sup>+</sup> See chapter 19 for defined terms.

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

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+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

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+ See chapter 19 for defined terms.

## **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

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+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
BEAR CAT VENTURES PTY LTD ACN 606 904 143 AS TRUSTEE FOR BCV  
ALPHA TRUST  
39 EASTCOTE ROAD, NORTH EPPING, NSW, 2121
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are  
escrowed):  
6,403 SHARES - 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE  
SECURITIES.  
34,286 SHARES - 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018
5. Particulars of restricted securities:  
6,403 FULLY PAID ORDINARY SHARES  
34,286 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 7 February 2019


---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**


---

**Executed** as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth);

  
\_\_\_\_\_  
Director

**SASHA BARANIKOV**

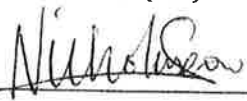
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

**Peter Wildy**

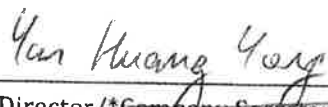
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **BEAR CAT VENTURES PTY LTD ACN 606 904 143 AS TRUSTEE FOR BCV ALPHA TRUST** in accordance with section 127 of the *Corporations Act 2001* (Cth);

  
\_\_\_\_\_  
Director

**NICHOLAS NAM SHEEN SEOW**

Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

**YUN HUANG YONG**

Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

---

<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
BOMBORA INVESTMENT MANAGEMENT PTY LIMITED ACN 625 413 390 AS  
TRUSTEE FOR THE SPECIAL INVESTMENTS GROWTH FUND  
LEVEL 1 51-57 PITT STREET, SYDNEY, NSW, 2000
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are  
escrowed):  
34,054 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE  
SECURITIES.  
428,571 SHARES – 12 MONTHS COMMENCING ON 21 NOVEMBER 2018
5. Particulars of restricted securities:  
34,054 FULLY PAID ORDINARY SHARES  
428,571 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 9/2/19

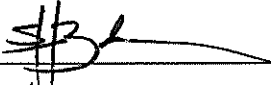
---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

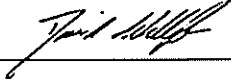
  
\_\_\_\_\_  
Director

SASHA BARANIKOV  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

Peter Wildy  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Executed as a deed by **BOMBORA INVESTMENT MANAGEMENT PTY LIMITED ACN 625 413 390 AS TRUSTEE FOR THE SPECIAL INVESTMENTS GROWTH FUND** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

David Willington  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

Gregg Taylor  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a \*controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the restricted securities.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
BOMBORA INVESTMENT MANAGEMENT PTY LTD ACN 625 413 390  
LEVEL 1 51-57 PITT STREET, SYDNEY, NSW, 2000
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
80,038 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE SECURITIES.  
428,571 SHARES – 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018.
5. Particulars of restricted securities:  
80,038 FULLY PAID ORDINARY SHARES  
428,571 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated:

9/2/19

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

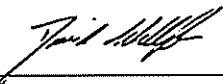
  
\_\_\_\_\_  
Director

SASHA BARANIKOV  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

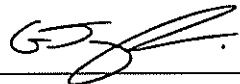
  
\_\_\_\_\_  
\*Director/\*Company Secretary

Peter Wildy  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Executed as a deed by **BOMBORA INVESTMENT MANAGEMENT PTY LTD ACN 625 413 390** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

David Willington  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

Gregg Taylor  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

- 1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

---

<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

### Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
CAPITAL TELECOMMUNICATIONS PTY LTD ACN 088 925 053  
LEVEL 7, 420 KING WILLIAM STREET, ADELAIDE, SA, 5000
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
24 MONTHS COMMENCING ON THE DATE ON WHICH +QUOTATION OF +SECURITIES COMMENCES.
5. Particulars of restricted securities:  
2,794,608 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 7/4/19

---


+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**


---

Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director


  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

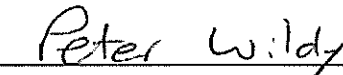
Executed as a deed by **CAPITAL TELECOMMUNICATIONS PTY LTD ACN 088 925 053** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

James Spenceley

Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

Anthony Grist

Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

---

+ See chapter 19 for defined terms.

## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

---

<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

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+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each \*controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the \*restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Appendix 9A Restriction agreement

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### Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

### Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
CHASH NOMINEES PTY LTD ACN 165 896 462 AS TRUSTEE FOR THE  
PHOENIX TRUST  
LEVEL 7, 420 KING WILLIAM STREET, ADELAIDE, SA, 5000
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are  
escrowed):  
24 MONTHS COMMENCING ON THE DATE ON WHICH +QUOTATION OF  
+SECURITIES COMMENCES.
5. Particulars of restricted securities:  
7,532,997 FULLY PAID ORDINARY SHARES  
676,013 FULLY PAID ORDINARY SHARES  
553,101 OPTIONS TO ACQUIRE ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 8/2/19

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**


---

Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

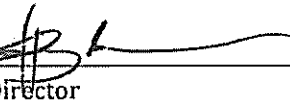
SASHA BARANIKOV

Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

Peter Wildy  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Executed as a deed by **CHASH NOMINEES PTY LTD ACN 165 896 462 AS TRUSTEE FOR THE PHOENIX TRUST** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

SASHA BARANIKOV

Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

CHE METCALFE  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

---

+ See chapter 19 for defined terms.

## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a \*controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the restricted securities.

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+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

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+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
CHASH NOMINEES PTY LTD ACN 165 896 462 AS TRUSTEE FOR THE  
TALIESIN TRUST  
LEVEL 7, 420 KING WILLIAM STREET, ADELAIDE, SA, 5000
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are  
escrowed):  
24 MONTHS COMMENCING ON THE DATE ON WHICH +QUOTATION OF  
+SECURITIES COMMENCES.
5. Particulars of restricted securities:  
7,532,997 FULLY PAID ORDINARY SHARES  
676,013 FULLY PAID ORDINARY SHARES  
553,101 OPTIONS TO ACQUIRE ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 5/2/19

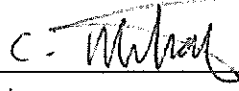
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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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**Executed** as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

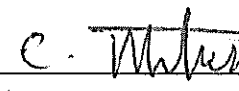
  
\_\_\_\_\_  
Director

CHE METCALFE  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

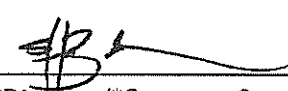
  
\_\_\_\_\_  
\*Director/\*Company Secretary

Peter Wildy  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **CHASH NOMINEES PTY LTD ACN 165 896 462 AS TRUSTEE FOR THE TALIESIN TRUST** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

CHE METCALFE  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

SASHA BARANIKOV  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

---

+ See chapter 19 for defined terms.

## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the +official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the restricted securities.

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+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

#### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

#### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
CHRISTOPHER BRIAN MUIR  
22 BALLY STREET, KELVIN GROVE, QLD, 4059
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
6,403 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE SECURITIES.  
34,286 SHARES – 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018.
5. Particulars of restricted securities:  
6,403 FULLY PAID ORDINARY SHARES  
34,286 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 8/2/19

---

+ See chapter 19 for defined terms.



# **Appendix 9A** **Restriction agreement**

Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

C. Metcalfe  
Director

CHE METCALFE  
Name of Director  
BLOCK LETTERS

Signed and sealed by  
**CHRISTOPHER BRIAN MUIR**  
in the presence of:

[Signature]  
Witness signature

DYMPHNA WARD  
Name of witness  
BLOCK LETTERS

P. Wildy  
\*Director/\*Company Secretary

Peter Wildy  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate  
~~Individual Investor~~

[Signature]  
CHRISTOPHER BRIAN MUIR

+ See chapter 19 for defined terms.



## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a \*controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the restricted securities.

---

+ See chapter 19 for defined terms.

## Appendix 9A Restriction agreement

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the \*certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or \*recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the \*issuer sponsored subregister, the holder hereby agrees in writing to the application of a \*holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no \*controller.
  - (c) The holder has the \*controllers set out in item 3 with the interests identified in item 6, and each \*controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each \*controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the \*restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNIT1 WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
DIXSON TRUST PTY LTD ACN 000 002 951  
GPO BOX 3387, SYDNEY, NSW, 2001"
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
32,015 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE SECURITIES.  
171,429 SHARES – 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018
5. Particulars of restricted securities:  
32,015 FULLY PAID ORDINARY SHARES  
171,429 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 7/2/19

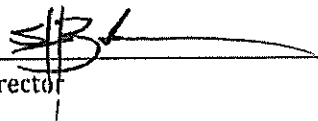
---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Executed** as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

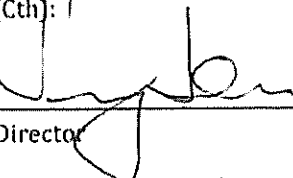
  
\_\_\_\_\_  
Director

SASHA BARANIKOV  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS


  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

Peter Wildy  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **DIXSON TRUST PTY LTD ACN 000 002 951** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

JEREMY DIXON  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

JONATHAN ANDREW BLENLOWE  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

---

+ See chapter 19 for defined terms.

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

---

<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the <sup>+</sup>certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or <sup>+</sup>recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the <sup>+</sup>issuer sponsored subregister, the holder hereby agrees in writing to the application of a <sup>+</sup>holding lock to the restricted securities.

### Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no <sup>+</sup>controller.
  - (c) The holder has the <sup>+</sup>controllers set out in item 3 with the interests identified in item 6, and each <sup>+</sup>controller comes within an exception set out in rule 9.1.4.

---

<sup>+</sup> See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

#### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

#### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
GRANGE (SA) PROPERTY PTY LTD ACN 125 451 390  
~~HOLISTIC TAX, ACCOUNTING & AUDITING, 137 RUNDLE STREET, KENT-~~  
~~TOWN, SA, 5067~~ 424 GYNGUEN ROAD, ~~SE~~ ADELAIDE SA 5066
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
16,008 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE SECURITIES.  
85,714 SHARES – 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018
5. Particulars of restricted securities:  
16,008 FULLY PAID ORDINARY SHARES  
85,714 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 7/2/19

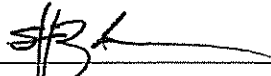
---

+ See chapter 19 for defined terms.


**Appendix 9A**  
**Restriction agreement**

---

**Executed** as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**SASHA BARONIKOV**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

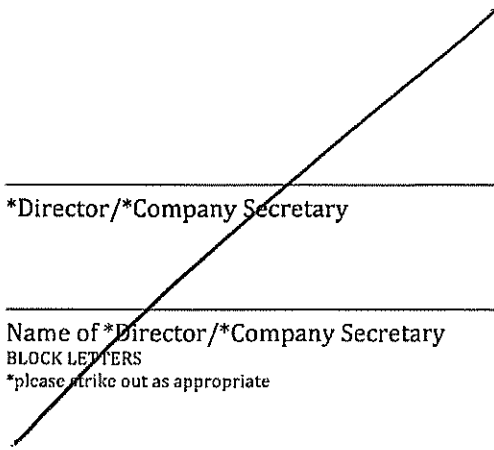
  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

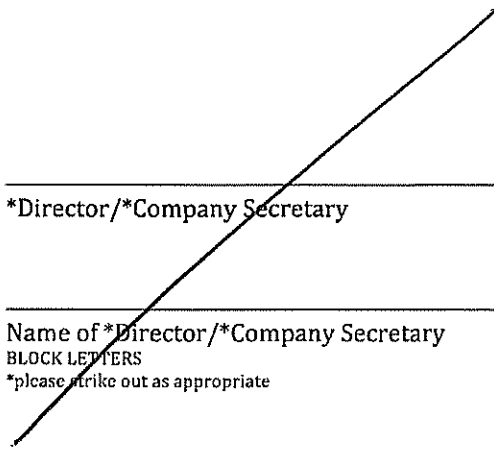
**Peter Wildy**  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **GRANGE (SA) PROPERTY PTY LTD ACN 125 451 390** in accordance with section 127 of the *Corporations Act 2001* (Cth):

**Sole**   
\_\_\_\_\_  
Director

**PETER GRAMBRANIS.**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

---

+ See chapter 19 for defined terms.

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

- 1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>'</sup>dispose of, the restricted securities.

---

<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Appendix 9A Restriction agreement

---

### Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

### Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
JULES WILLEM JOHAN MAUSSEN AS TRUSTEE FOR MAUSSEN FAMILY TRUST  
19 CROWTHER STREET, WINDSOR, QLD, 4030
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
24 MONTHS COMMENCING ON THE DATE ON WHICH +QUOTATION OF  
+SECURITIES COMMENCES.
5. Particulars of restricted securities:  
1,161,236 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 6/2/13

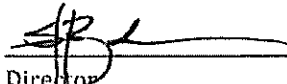
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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

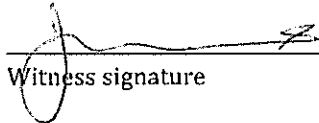
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Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

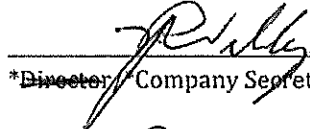
  
\_\_\_\_\_  
Director

**SASHA BARANIK**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

Signed and sealed by  
**JULES WILLEM JOHAN MAUSSEN AS TRUSTEE FOR MAUSSEN FAMILY TRUST**  
in the presence of:

  
\_\_\_\_\_  
Witness signature

**JOANNE MESSINA**  
\_\_\_\_\_  
Name of witness  
BLOCK LETTERS

  
\_\_\_\_\_  
~~\*Director~~ \*Company Secretary

**Peter Wildy**  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

  
\_\_\_\_\_  
JULES WILLEM JOHAN MAUSSEN

---

+ See chapter 19 for defined terms.

## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a \*controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the restricted securities.

---

+ See chapter 19 for defined terms.

## Appendix 9A Restriction agreement

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the \*certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or \*recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the \*issuer sponsored subregister, the holder hereby agrees in writing to the application of a \*holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no \*controller.
  - (c) The holder has the \*controllers set out in item 3 with the interests identified in item 6, and each \*controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each 'controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the 'restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Appendix 9A Restriction agreement

---

### Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

### Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A. reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

\* See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
JULES WILLEM JOHAN MAUSSEN  
19 CROWTHER STREET, WINDSOR, QLD, 4030
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
24 MONTHS COMMENCING ON THE DATE ON WHICH +QUOTATION OF  
+SECURITIES COMMENCES.
5. Particulars of restricted securities:  
196,378 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 6/2/19

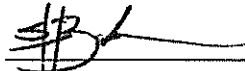
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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

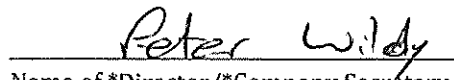
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Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

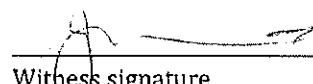
  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

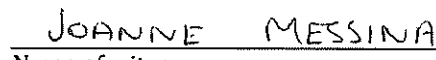
  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Signed and sealed by**  
**JULES WILLEM JOHAN MAUSSEN**  
in the presence of:

  
\_\_\_\_\_  
JULES WILLEM JOHAN MAUSSEN

  
\_\_\_\_\_  
Witness signature

  
\_\_\_\_\_  
Name of witness  
BLOCK LETTERS

## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

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<sup>+</sup> See chapter 19 for defined terms.

## **Appendix 9A**

### **Restriction agreement**

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the \*certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or \*recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the \*issuer sponsored subregister, the holder hereby agrees in writing to the application of a \*holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no \*controller.
  - (c) The holder has the \*controllers set out in item 3 with the interests identified in item 6, and each \*controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each \*controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the \*restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
MARK DE KOCK  
3 CLAFTON AVENUE, NORTHBRIDGE, NSW, 2063
3. Each \*controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
6,403 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE SECURITIES.  
34,286 SHARES – 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018.
5. Particulars of restricted securities:  
6,403 FULLY PAID ORDINARY SHARES  
34,286 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 7/2/19

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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

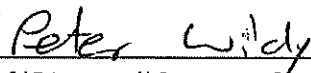
  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

**Signed and sealed by**  
**MARK DE KOCK**  
in the presence of:

  
\_\_\_\_\_  
Witness signature

Michelle de Kock  
\_\_\_\_\_  
Name of witness  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

  
\_\_\_\_\_  
MARK DE KOCK

## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a \*controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the restricted securities.

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+ See chapter 19 for defined terms.

## **Appendix 9A**

### **Restriction agreement**

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

### **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each \*controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

#### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the \*restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

#### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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**Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

**Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
MATTHEW DUNCAN AND SAMANTHA DUNCAN  
82 KITCHENER ROAD, ASCOT, QLD, 4007
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
8,004 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE SECURITIES.  
42,857 SHARES – 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018.
5. Particulars of restricted securities:  
8,004 FULLY PAID ORDINARY SHARES  
42,857 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 06/02/2019

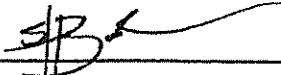
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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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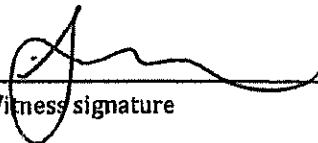
Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**SASHA BARANIKOV**

Name of Director  
BLOCK LETTERS

Signed and sealed by  
**MATTHEW DUNCAN**  
in the presence of:

  
\_\_\_\_\_  
Witness signature

**SARAH LAWRENCE**

Name of witness  
BLOCK LETTERS

Signed and sealed by  
**SAMANTHA DUNCAN**  
in the presence of:


  
\_\_\_\_\_  
Witness signature

**SARAH LAWRENCE**

Name of witness  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

**Peter Wildy**  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

  
\_\_\_\_\_  
MATTHEW DUNCAN

  
\_\_\_\_\_  
SAMANTHA DUNCAN

---

+ See chapter 19 for defined terms.

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

---

<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

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+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

#### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

#### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
NATIONAL NOMINEES LIMITED ACN 004 278 899 ANF PERENNIAL  
INVESTMENT MANAGEMENT LIMITED ACN 108 747 637 AS RESPONSIBLE  
ENTITY FOR PERENNIAL VALUE MICROCAP OPPORTUNITIES TRUST  
LEVEL 1, 800 BOURKE STREET, DOCKLANDS, VIC, 30008
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are  
escrowed):  
160,075 SHARES - 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF  
THE SECURITIES.  
857,143 SHARES - 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018.
5. Particulars of restricted securities:  
160,075 FULLY PAID ORDINARY SHARES  
857,143 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated:

9/2/19

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**CHE METCALFE**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

**Peter Wildy**  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Executed as a deed by **NATIONAL NOMINEES LIMITED ACN 004 278 899 ANF PERENNIAL INVESTMENT MANAGEMENT LIMITED ACN 108 747 637 AS RESPONSIBLE ENTITY FOR PERENNIAL VALUE MICROCAP OPPORTUNITIES TRUST** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director

\_\_\_\_\_  
\*Director/\*Company Secretary

\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

National Nominees Limited ANF Perennial Investment Management Limited as Responsible Entity for Perennial Value Microcap Opportunities Trust (A/C PVECOT)

DOREEN BANGA

THOMAS WALSH

SIGNED FOR AND ON BEHALF OF  
NATIONAL NOMINEES LIMITED ABN 51 004 278 899  
BY ITS ATTORNEY

  
\_\_\_\_\_  
  
\_\_\_\_\_

TEAM  
LEAD ER  
NOMINEE OPERATIONS  
LEAD  
NOMINEE OPERATIONS

---

+ See chapter 19 for defined terms.

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the +official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

- 1. During the escrow period, the holder will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the restricted securities.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

#### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

#### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Appendix 9A Restriction agreement

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### Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

### Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
NATIONAL NOMINEES LIMITED ACN 004 278 899  
GPO Box 1406, MELBOURNE VIC 3001, Australia
3. Each \*controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
40,865 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE SECURITIES.  
514,286 SHARES – 12 MONTHS COMMENCING ON 21 November 2018.
5. Particulars of restricted securities:  
40,865 FULLY PAID ORDINARY SHARES  
514,286 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 7/2/19

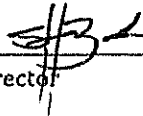
---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**


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Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**SASHA BARANIKA**

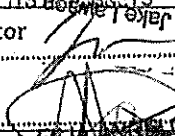
Name of Director  
BLOCK LETTERS


  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Executed as a deed by **NATIONAL NOMINEES LIMITED ACN 004 278 899** in accordance with section 127 of the *Corporations Act 2001* (Cth):

SIGNED FOR AND ON BEHALF OF  
NATIONAL NOMINEES LIMITED A B N 51 004 278 899  
BY ITS ATTORNEYS

Director  SUPERVISOR  
NOMINEE OPERATIONS

 ASSISTANT SUPERVISOR  
NOMINEE OPERATIONS

Name of Director  
BLOCK LETTERS

\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a \*controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

- 1. During the escrow period, the holder will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the restricted securities.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

#### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

#### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
NATIONAL NOMINEES LIMITED ACN 004 278 899 ANF PERENNIAL  
INVESTMENT MANAGEMENT LIMITED ACN 108 747 637 AS RESPONSIBLE  
ENTITY FOR PERENNIAL VALUE MICROCAP OPPORTUNITIES TRUST  
LEVEL 1, 800 BOURKE STREET, DOCKLANDS, VIC, 30008
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are  
escrowed):  
68,109 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE  
SECURITIES.  
857,143 SHARES – 12 MONTHS COMMENCING ON 21 NOVEMBER 2018.
5. Particulars of restricted securities:  
68,109 FULLY PAID ORDINARY SHARES  
857,143 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated:

9/2/19

---

+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

Executed as a deed by UNITI WIRELESS  
LIMITED ACN 158 957 889 in accordance  
with section 127 of the *Corporations Act*  
2001 (Cth):

C. [Signature]  
Director

Peter Wildy  
\*Director/\*Company Secretary

CHE METCALFE  
Name of Director  
BLOCK LETTERS

[Signature]  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Executed as a deed by NATIONAL  
NOMINEES LIMITED ACN 004 278 899  
ANF PERENNIAL INVESTMENT  
MANAGEMENT LIMITED ACN 108 747 637  
AS RESPONSIBLE ENTITY FOR PERENNIAL  
VALUE MICROCAP OPPORTUNITIES  
TRUST in accordance with section 127 of the  
*Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director

\_\_\_\_\_  
\*Director/\*Company Secretary

\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

National Nominees Limited ANF Perennial Investment Management  
Limited as Responsible Entity for Perennial Value Microcap Opportunities  
Trust (A/c PVEcot)

SIGNED FOR AND ON BEHALF OF  
NATIONAL NOMINEES LIMITED ABN 51 004 278 899  
BY ITS ATTORNEY

DOREEN BANGA

THOMAS WALSH

[Signature]  
TEAM  
LEAD ETL  
NOMINEE OPERATIONS  
[Signature]  
LEAD  
NOMINEE OPERATIONS

+ See chapter 19 for defined terms.

## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the +official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the restricted securities.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
TIMOTHY GRAMP AND KATHRYN JOY GRAMP AS JOINT TRUSTEES OF T & KJ  
GRAMP FAMILY TRUST  
LE CORNU LEWIS HANCOCK, GPO BOX 446, ADELAIDE, SA, 5001
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are  
escrowed):  
24 MONTHS COMMENCING ON THE DATE ON WHICH +QUOTATION OF  
+SECURITIES COMMENCES.
5. Particulars of restricted securities:  
307,279 FULLY PAID ORDINARY SHARES  
921,835 OPTIONS TO ACQUIRE ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 7/2/19

---


+ See chapter 19 for defined terms.



**Appendix 9A  
Restriction agreement**

---

Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**SACHA BARANIKOV**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

Signed and sealed by  
**TIMOTHY GRAMP AS JOINT TRUSTEE OF T  
& KJ GRAMP FAMILY TRUST**  
in the presence of:

  
\_\_\_\_\_  
Witness signature

**HARRISON GRAMP**  
\_\_\_\_\_  
Name of witness  
BLOCK LETTERS

Signed and sealed by  
**KATHRYN JOY GRAMP AS JOINT TRUSTEE  
OF T & KJ GRAMP FAMILY TRUST**  
in the presence of:

  
\_\_\_\_\_  
Witness signature

**Hugh Gramp**  
\_\_\_\_\_  
Name of witness  
BLOCK LETTERS

  
\_\_\_\_\_  
~~\*Director~~ \*Company Secretary

**Peter Wildy**  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please print out as appropriate

  
\_\_\_\_\_  
TIMOTHY GRAMP

  
\_\_\_\_\_  
KATHRYN JOY GRAMP



## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the +official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the restricted securities.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
VIBURNUM FUNDS PTY LTD ACN 126 348 990 AS TRUSTEE FOR VF  
STRATEGIC EQUITIES FUND  
31 CARRINGTON STREET, NEDLANDS WA, 6009
3. Each +controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are  
escrowed):  
192,089 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF  
THE SECURITIES.  
1,028,571 SHARES – 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018.
5. Particulars of restricted securities:  
192,089 FULLY PAID ORDINARY SHARES  
1,028,571 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated:

9/2/19

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+ See chapter 19 for defined terms.




**Appendix 9A**  
**Restriction agreement**

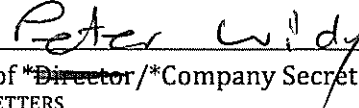
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**Executed** as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):


  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS


  
\_\_\_\_\_  
~~\*Director~~/\*Company Secretary

  
\_\_\_\_\_  
Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **VIBURNUM FUNDS PTY LTD ACN 126 348 990 AS TRUSTEE FOR VF STRATEGIC EQUITIES FUND** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

Craig Coleman  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
Company Secretary

David St Quintin  
\_\_\_\_\_  
Name of Company Secretary  
BLOCK LETTERS

---

+ See chapter 19 for defined terms.



## **Restriction agreement**

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the 'official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a 'controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.
  - (a) 'Dispose of, or agree or offer to 'dispose of, the restricted securities.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) 'Dispose of, or agree or offer to 'dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the 'certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or 'recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the 'issuer sponsored subregister, the holder hereby agrees in writing to the application of a 'holding lock to the restricted securities.

### Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no 'controller.
  - (c) The holder has the 'controllers set out in item 3 with the interests identified in item 6, and each 'controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any 'controller are parties to this agreement, the holder has the 'controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each 'controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each 'controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a 'controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or 'conversion of any of the 'restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the 'restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

\* See chapter 19 for defined terms.

### **Jurisdiction**

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

### **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the 'securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the 'securities set out in item 5 of the schedule and any 'securities attaching to or arising out of those 'securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
WEBINVEST PTY LTD ACN 078 316 864 AS TRUSTEE FOR OLSB UNIT TRUST  
ANZ MARGIN LENDING A/C, PO BOX 3025, ASHGROVE EAST QLD, 4060
3. Each 'controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
8,004 SHARES - 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE SECURITIES.  
42,857 SHARES - 12 MONTHS COMMENCING ON 7 SEPTEMBER 2018.
5. Particulars of restricted securities:  
8,004 FULLY PAID ORDINARY SHARES  
42,857 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 11/02/19

---

\* See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Executed** as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):


  
\_\_\_\_\_  
Director

**CHE METCALFE**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS


  
\_\_\_\_\_  
\*Director/\*Company Secretary

**SASHA BARANIKOV**  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **WEBINVEST PTY LTD ACN 078 316 864 AS TRUSTEE FOR OLSB UNIT TRUST** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**OTTO BUTULA**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

**VIRGINIA BUTULA**  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

---

+ See chapter 19 for defined terms.

## **Restriction agreement**

**We, the persons in:**

- **Item 1 of the schedule ("entity");**
- **Item 2 of the schedule ("holder");**
- **Item 3 of the schedule ("controller"),**

**agree as follows.**

### **Introduction**

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the official list of ASX.**
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.**
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.**

### **Agreement**

#### **Escrow restrictions**

- 1. During the escrow period, the holder will not do any of the following.**
  - (a) Dispose of, or agree or offer to dispose of, the restricted securities.**

---

**+ See chapter 19 for defined terms.**

**Appendix 9A**  
**Restriction agreement**

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

**Warranties**

---

+ See chapter 19 for defined terms.

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.**
- (a) The holder is an individual.**
  - (b) The holder has no +controller.**
  - (c) The holder has the +controllers set out in Item 3 with the interests identified in Item 6, and each +controller comes within an exception set out in rule 9.1.4.**

---

**+ See chapter 19 for defined terms.**

**Appendix 9A**  
**Restriction agreement**

---

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

**Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any

---

+ See chapter 19 for defined terms.

of the +restricted securities. This is in addition to other rights and remedies of the entity.

- (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

- 12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## **Jurisdiction**

- 13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.**

## **Definitions and interpretation**

**In this agreement:**

**ASX means ASX Limited.**

**controller interests means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.**

**escrow period means the period set out in item 4 of the schedule.**

**restricted securities means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.**

**The singular includes the plural and vice versa.**

**A reference to a party includes its successors, personal representatives and transferees.**

**Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.**

**Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.**

---

**+ See chapter 19 for defined terms.**

**Schedule**

1. **Entity's name and address:**  
**UNITI WIRELESS LIMITED ACN 158 957 889**  
**LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000**
2. **Holder's name and address:**  
**BELL POTTER NOMINEES LTD ACN 088 899 601 <BB**  
**NOMINEES A/C>**  
**GPO BOX 4718TT, MELBOURNE VIC**
3. **Each +controllers' name and address:**  
**N/A**
4. **Escrow period (the date from which the initial restricted securities are escrowed):**  
**24 MONTHS COMMENCING ON THE DATE ON WHICH**  
**+ QUOTATION OF +SECURITIES COMMENCES**
5. **Particulars of restricted securities:**  
**1,000,000 FULLY PAID ORDINARY SHARES**  
**1,944,459 OPTIONS TO ACQUIRE ORDINARY SHARES**
6. **Particulars of controller interests:**  
**N/A**
7. **Particulars of security interests over restricted securities:**  
**N/A**
8. **Particulars of security interests over controller interests:**  
**N/A**

**Dated:** 11/02/19

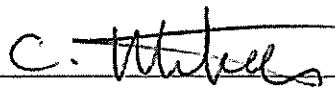
---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

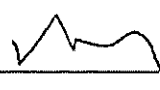
  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
\*Director/\*Company Secretary

**CHE MITCALFE**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

**SASHA BARONIKOV**  
\_\_\_\_\_  
Name of \*Director/\*Company  
Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Executed as a deed by **BELL POTTER NOMINEES LTD ACN 088 899 601 <BB NOMINEES A/C>** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**ALASTAIR PROVAN**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

**JAMES UNGER**  
\_\_\_\_\_  
Name of \*Director/\*Company  
Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

---

+ See chapter 19 for defined terms.

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the 'official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a \*controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

- 1. During the escrow period, the holder will not do any of the following.
  - (a) \* Dispose of, or agree or offer to \*dispose of, the restricted securities.

---

\* See chapter 19 for defined terms.

## Appendix 9A Restriction agreement

---

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the 'controllers set out in item 3 with the controller interests identified in item 6, and any 'controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each 'controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each 'controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a 'controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or 'conversion of any of the 'restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the 'restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the \*securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

---

+ See chapter 19 for defined terms.

**Schedule**

1. Entity's name and address:  
UNITI WIRELESS LIMITED ACN 158 957 889  
LEVEL 1 44 CURRIE STREET ADELAIDE SA 5000
2. Holder's name and address:  
WASHINGTON H. SOUL PATTINSON AND COMPANY LIMITED ACN 000 002 728  
LEVEL 2, 160 PITT STREET, SYDNEY NSW 2000
3. Each 'controllers' name and address:  
N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):  
23,855 SHARES – 12 MONTHS COMMENCING ON THE DATE OF ISSUE OF THE SECURITIES.  
471,429 SHARES – 12 MONTHS COMMENCING ON 7 DECEMBER 2018.
5. Particulars of restricted securities:  
23,855 FULLY PAID ORDINARY SHARES  
471,429 FULLY PAID ORDINARY SHARES
6. Particulars of controller interests:  
N/A
7. Particulars of security interests over restricted securities:  
N/A
8. Particulars of security interests over controller interests:  
N/A

Dated: 11/02/19

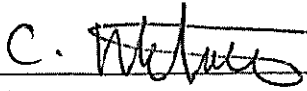
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+ See chapter 19 for defined terms.

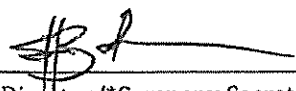
**Appendix 9A**  
**Restriction agreement**

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Executed as a deed by **UNITI WIRELESS LIMITED ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

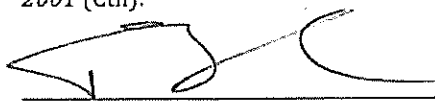
  
\_\_\_\_\_  
Director

**CHE METCALFE**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

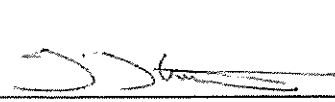
  
\_\_\_\_\_  
\*Director/\*Company Secretary

**SASHA BARONIKOVA**  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Executed as a deed by **WASHINGTON H. SOUL PATTINSON AND COMPANY LIMITED ACN 000 002 728** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

**TODD BARLOW**  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

**Ian D Bloodworth**  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Entity)

and

The party listed in Schedule 1  
(Holder)

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**This agreement** is made on

2018

between           Uniti Wireless Limited ACN 158 957 889 of Level 1 44 Currie Street Adelaide SA  
5000 (**Company**)

and                The party listed in Schedule 1 (**Holder**)

## **Recitals**

- A     The Company intends to list on the official list of the ASX.
- B     The Company has issued certain shares to the Holder which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares.
- C     If more than one person is named in Schedule 1 as the Holder, then those persons hold the shares (which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares) jointly.
- D     The Company and the Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

**Now it is covenanted and agreed** as follows:

## **1 Definitions and interpretation**

---

### **1.1 Definitions**

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**Business Day** means:

- (a)     for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b)     for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**CHESS** means the Clearing House Electronic Subregister System.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a)     granting or exercising an option;
- (b)     using an asset as collateral;
- (c)     decreasing an economic interest; and
- (d)     disposing of part of an asset.

**Escrow Period** means the period commencing on the date the Company is admitted to the official list of the ASX and ending once the Company's audited financial results for the period commencing 1 July 2018 and ending 30 June 2019 have been released to the market.

**Escrowed Shares** means the number of fully paid ordinary shares in the Company as set out in Schedule 1.

**Holding Lock** means a facility that prevents the Escrowed Shares from being deducted from the Holder's holding, and/or entered into the holding of any other party (whether on CHESS or an issuer sponsored sub-register) pursuant to a transfer or conversion by the Holder.

**Notice** means a notice, consent, approval or other communication required to be in writing under this agreement.

**Offer Price** means the price per share for each new ordinary share in the Company to be issued in connection with the initial public offer of shares in the Company.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to:
  - (i) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
  - (ii) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (iii) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (v) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (vii) time is a reference to legal time in Sydney, New South Wales; and
  - (viii) a reference to a day or a month means a calendar day or calendar month;
- (b) unless expressly stated, no party enters into this agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation; and
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

## 2 Voluntary escrow

---

- 2.1 Subject to this agreement, the Holder must not do any of the following during the Escrow Period:
- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
  - (b) create, or agree or offer to create, any security interest in the Escrowed Shares; or
  - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Shares.

### 2.2 Holding Lock

- (a) The Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (b) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so.

## 3 Exceptions to escrow restrictions

---

### 3.1 Takeovers

- (a) If a takeover offer is made in accordance with the Act for all securities in the same class as the Escrowed Shares, the Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clauses 2.1 and 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

### 3.2 Scheme of arrangement

The Escrowed Shares may be Disposed of or cancelled as part of a merger by way of compromise or arrangement under Part 5.1 of the Act provided that the Escrowed Shares become subject to the provisions of this agreement, including the Holding Lock, if for any reason the merger by way of compromise or arrangement does not take effect.

### 3.3 Transfer to Associate

The Holder may Dispose of any or all of the Escrowed Shares to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company.

### 3.4 Trusts

If the Holder enters into this agreement in its capacity as a trustee of a trust, the Holder, while acting in its capacity as trustee, may Dispose of the Escrowed Shares for the purpose of effecting the appointment of a new trustee or retiring an existing trustee provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares, including such details as the Company may require in order to be satisfied that the Disposal complies with clause 3.4(c) of this agreement;
- (b) the Holder procures that prior to any such Disposal occurring, the new trustee undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company; and
- (c) there is no change to the beneficial ownership of the Escrowed Shares in connection with the Disposal.

## 4 Consequences of breach

---

If the Holder breaches this agreement:

- (a) the Company is entitled to:
  - (i) take all steps necessary to enforce this agreement, or to rectify the breach;
  - (ii) refuse to acknowledge, deal with, accept or register any Disposal of any of the Escrowed Shares. This is in addition to the other rights and remedies of the Company; and
  - (iii) recover damages from the Holder to the extent the Company suffers any loss as a result of that breach; and
- (b) the Holder of the Escrowed Shares will cease to be entitled to any dividends, distributions or voting rights while the breach continues.

## 5 General

---

### 5.1 Notices

- (a) Any Notice given to a party under this agreement is only given if it is in writing and sent in one of the following ways:

- (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);
  - (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
- (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 5.2 Disclosure

The Holder consents to the Company disclosing the terms and conditions of this agreement in any prospectus the Company issues in relation to its initial public offer of shares in the Company.

## 5.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 5.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 5.5 Further acts

Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it.

## 5.6 Goods and services tax

- (a) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- (b) Where a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 5.6(a).
- (c) Terms are used in this clause 5.6 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 5.7 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 5.8 Trustee warranties

If the Holder enters into this agreement in its capacity as a trustee of a trust (**Trust**), the Holder represents and warrants to the Company that:

- (a) the Trust has been validly created and is in existence and is solely constituted by its trust deed (**Trust Deed**), a true and complete copy of which has been provided to the Company, and:
  - (i) the Trust Deed is not void, voidable or otherwise unenforceable;
  - (ii) a date has not been declared under the Trust Deed as the date on which the Trust will be vested or come to an end; and
  - (iii) no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the trustee of the Trust;
- (b) it has full and valid power and authority under its Trust Deed to enter into and perform its obligations under this agreement and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform its obligations under this agreement;
- (c) this agreement binds the Holder in its capacity as trustee and is a valid and binding agreement on the Holder, enforceable in accordance with its terms; and
- (d) the Holder:
  - (i) has been validly appointed as trustee of the Trust;
  - (ii) is, unless otherwise stated, the sole trustee of the Trust; and
  - (iii) is not aware of any action which has been taken to remove or replace the Holder as the trustee or terminate or vest the Trust.

## 5.9 Severability

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

## Schedule 1


## Details

Name of Holder	Address of Holder	Escrowed Shares of Holder
18 Knot Ventures Pty Ltd ACN 166 545 973 as trustee for Green Arrows Trust	<b>Address:</b> 15 Cox Avenue, Bondi Beach, NSW, 2026  <b>Email:</b> <a href="mailto:alex.unsworth@gmail.com">alex.unsworth@gmail.com</a>	188,825 ordinary shares, being 100% of the ordinary shares in the Company held by the Holder immediately prior to the listing of the Company on the ASX other than ordinary shares held by the Holder which are subject to ASX-imposed compulsory escrow

Name of Company	Address of Company	
Uniti Wireless Limited ACN 158 957 889	<b>Address:</b> Level 1 44 Currie Street Adelaide SA 5000  <b>Attention:</b> Peter Wildy  <b>Facsimile No:</b> (08) 8180 1890  <b>Email:</b> <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a>	

Executed as an agreement

Executed by Unlfi Wireless Limited ACN 158 957 889 in accordance with section 127 of the Corporations Act 2001 (Cth):

  
Director

SASHA BARANIKOV

Name of Director  
BLOCK LETTERS

  
\*Director/\*Company Secretary

Peter Wildy

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Executed by 18 Knot Ventures Pty Ltd ACN 166 545 973 as trustee for Green Arrows Trust in accordance with section 127 of the Corporations Act 2001 (Cth):

  
Director

ALEXANDER UNSWORTH

Name of Director  
BLOCK LETTERS

  
\*Director/\*Company Secretary

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

---

# THOMSON GEER

LAWYERS

Level 25, 1 O'Connell Street  
Sydney NSW 2000 Australia

T +61 2 8248 5800 | F +61 2 8248 5899

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Company)

and

The parties listed in the Schedule  
(each a **Holder** and together the **Holders**)

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This agreement is made on 11 February 2019 ~~2018~~

between **Uniti Wireless Limited** (ACN 158 957 889) of Level 1, 44 Currie Street, Adelaide SA 5000 (**Company**)

and The parties listed in the Schedule (each a **Holder** and together the **Holders**)

## Recitals

- A The Company intends to apply for admission to the official list of ASX via an initial public offering of Shares and the grant of quotation of Shares on ASX.
- B Each of the Holders is the registered owner of the Escrowed Shares set out against their names in the Schedule.
- C The Company and each Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

Now it is covenanted and agreed as follows:

## 1 Definitions and interpretation

---

### 1.1 Definitions

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**ASX Listing Rules** means the listing rules of the ASX, as amended from time to time.

**ASX Settlement** means ASX Settlement Pty Ltd ACN 008 504 532.

**Business Day** means:

- (a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b) for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**CHES** means the Clearing House Electronic Subregister System.

**Completion** means the issue of the Escrowed Shares to each Holder.

**Completion Date** means the date the Escrowed Shares are issued to each Holder.

**Deal** has the meaning given to that term in clause 2.1.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a) granting or exercising an option;

- (b) using an asset as collateral; and
- (c) transferring an economic interest.

**Escrow Period** means the period commencing on the Completion Date and ending on the date that is 1 year after the Completion Date.

**Escrowed Shares** means the number of Shares as set out in the Schedule.

**Holding Lock** means a facility that prevents the Escrowed Shares from being deducted from the Holder's holding, and/or entered into the holding of any other party (whether on CHESS or an issuer sponsored sub-register) pursuant to a transfer or conversion by the Holder.

**Notice** means a notice, consent, approval or other communication required to be in writing under this agreement.

**Shares** means fully paid ordinary shares in the Company.

**Trading Day** means a 'trading day' as defined in the ASX Listing Rules.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to:
  - (i) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
  - (ii) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (iii) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (v) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (vii) time is a reference to legal time in Sydney, New South Wales; and
  - (viii) a reference to a day or a month means a calendar day or calendar month;
- (b) unless expressly stated, no party enters into this agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation; and

- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

### 1.3 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of the ASX:

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

## 2 Voluntary escrow

---

2.1 Except as permitted under clause 3, and otherwise subject to this agreement, each Holder must not do any of the following during the Escrow Period:

- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
- (b) create or grant, or agree or offer to create or grant, or permit to be created or granted, any security interest over any part of the Escrowed Shares; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of, or creating any security interest over, any part of the Escrowed Shares,

(Deal).

### 2.2 Holding Lock

- (a) The Company will apply a Holding Lock to the Escrowed Shares during the Escrow Period (if the securities are held on an issuer sponsored sub-register) or give notice to ASX Settlement requesting it to apply a Holding Lock (if the securities are in a CHES holding).
- (b) Subject to clause 3, each Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (c) For the avoidance of doubt, each Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period other than as permitted under clause 3.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so (including by order of a court of competent jurisdiction).

## 3 Exceptions to escrow restrictions

---

### 3.1 Takeovers

- (a) If a takeover offer (including a proportional takeover bid) is made in accordance with the Act for all securities in the same class as the Escrowed Shares, each Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clause 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow for the remainder of the Escrow Period on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

### 3.2 Scheme of arrangement

The Escrowed Shares may be Disposed of or cancelled pursuant to a compromise or arrangement under Part 5.1 of the Act provided that the Escrowed Shares become subject to the provisions of this agreement, including the Holding Lock for the remainder of the Escrow Period, if for any reason the compromise or arrangement does not take effect.

### 3.3 Equal access share buyback, capital return or capital reduction

Any or all of the Escrowed Shares may be Disposed of or cancelled as part of an:

- (a) equal access share buyback;
- (b) equal capital return; or
- (c) equal capital reduction,

in each case made in accordance with the Act.

### 3.4 Transfer to Associate

Each Holder may Dispose of any or all of the Escrowed Shares to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company.

### 3.5 Transfer to immediate family members

Each Holder may Dispose of any or all of the Escrowed Shares to:

- (a) where the Holder enters into this agreement in their personal capacity:
  - (i) any spouse, son or daughter of the Holder (**Immediate Family Member**);
  - (ii) a company wholly-owned, or majority (greater than 50%) owned by the Holder or an Immediate Family Member;
  - (iii) a trust in relation to which the Holder or an Immediate Family Member is a beneficiary;
  - (iv) any other person or entity that directly or indirectly, through one or more intermediaries controls, or is controlled by, or is under common control with the Holder or an Immediate Family Member; or
  - (v) any self-managed superannuation fund operated on behalf of the Holder or an Immediate Family Member;
- (b) where the Holder enters into this agreement in the capacity of a trustee:
  - (i) any beneficiary of the relevant trust (**Beneficiary**); or
  - (ii) any company wholly-owned by a Beneficiary;

(each, a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those securities on substantially the same terms as this agreement for the remainder of the Escrow Period.

### 3.6 Transfers with the Company's consent

Each Holder may Dispose of any or all of the Escrowed Shares with the prior written consent of the Company, subject to the proposed transferee entering into an escrow arrangement with the Company in respect of those securities on substantially the same terms as this agreement.

### 3.7 Trusts

If a Holder enters into this agreement in its capacity as a trustee of a trust, the Holder, while acting in its capacity as trustee, may Dispose of the Escrowed Shares for the purpose of effecting the appointment of a new trustee or retiring an existing trustee provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares, including such details as the Company may require in order to be satisfied that the Disposal complies with clause 3.7(c) of this agreement;
- (b) the Holder procures that prior to any such Disposal occurring, the new trustee undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company; and
- (c) there is no change to the beneficial ownership of the Escrowed Shares in connection with the Disposal.

### 3.8 Requirement of applicable law

Each Holder may Deal with any or all of the Escrowed Shares as required by applicable law (including an order of a court of competent jurisdiction).

## 4 Consequences of breach

---

### 4.1 Notice

If a Holder becomes aware:

- (a) that any of the Escrowed Shares has been Dealt with, or is likely to be Dealt with, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any of the Escrowed Shares being Dealt with during the Escrow Period,

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

### 4.2 Company's rights

If a Holder breaches this agreement:

- (a) the Company is entitled to:
  - (i) take all steps necessary to enforce this agreement, or to rectify the breach;
  - (ii) refuse to acknowledge, deal with, accept or register any Disposal of any of the Escrowed Shares. This is in addition to the other rights and remedies of the Company; and
  - (iii) recover damages from the Holder to the extent the Company suffers any loss as a result of that breach.
- (b) the Holder:
  - (i) ceases to be entitled to any dividends, distributions or voting rights while the breach continues; and
  - (ii) acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (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.

## 5 Warranties and undertaking

---

### 5.1 Warranties

Each party represents and warrants for the benefit of the other party to this agreement that the following is true and correct at the date of this agreement:

- (a) it has the power to enter into and perform this agreement and to perform and observe all of its terms and has obtained all necessary consents to enable it to do so

(including, if the Holder has entered into this agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

- (b) it has duly executed this agreement and this agreement is a legal, valid and binding obligation enforceable against it in accordance with the terms of this agreement;
- (c) the entry into and performance of this agreement does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking, by which the party or its assets are bound;
- (d) where the party is a body corporate:
  - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
  - (ii) it has taken all necessary corporate action to authorise the execution and performance of this agreement;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act that would result in it Disposing of the Escrowed Shares such that it will take effect during the Escrow Period;
- (f) the Escrowed Shares are free from all Security Interests and will remain so during the Escrow Period;
- (g) immediately following Completion, the Holder will hold the Escrowed Shares;
- (h) from Completion the Escrowed Shares will be all the securities or economic interests that the Holder has directly or indirectly in the Company; and
- (i) if a Holder is a Trustee, the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

## 5.2 Undertaking

Each Holder undertakes to the Company:

- (a) to comply in all respects with this agreement; and
- (b) not to seek any waiver or variation of this agreement without the prior written consent of the Company.

## 5.3 Acknowledgment

Each Holder acknowledges that a breach of any of the representations and warranties set out in this clause 5 is a breach of this agreement.

## 5.4 Survival of representations and warranties

The representations and warranties in this clause 5 survive termination of this agreement.

# 6 General

---

## 6.1 Notices

- (a) Any Notice given to a party under this agreement is only given if it is in writing and sent in one of the following ways:
  - (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);

- (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
  - (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 6.2 Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

## 6.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 6.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 6.5 Goods and services tax

- (a) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- (b) Where a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 6.5(a).
- (c) Terms are used in this clause 6.5 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 6.6 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws applicable in South Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 6.7 Trustee warranties

If a Holder enters into this agreement in its capacity as a trustee of a trust (**Trust**), the Holder represents and warrants to the Company as at the date of this agreement that:

- (a) the Trust has been validly created and is in existence and is solely constituted by its trust deed (**Trust Deed**), and:
  - (i) the Trust Deed is not void, voidable or otherwise unenforceable; and
  - (ii) the Trustee has not been given written notice of proceedings of any description commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the trustee of the Trust;
- (b) it has full and valid power and authority under its Trust Deed to enter into and perform its obligations under this agreement and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform its obligations under this agreement;
- (c) this agreement binds the Holder in its capacity as trustee and is a valid and binding agreement on the Holder, enforceable in accordance with its terms; and
- (d) the Holder:
  - (i) has been validly appointed as trustee of the Trust;
  - (ii) is, unless otherwise stated, the sole trustee of the Trust; and
  - (iii) is not aware of any action which has been taken to remove or replace the Holder as the trustee or terminate or vest the Trust.

## 6.8 Severability

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

## 6.9 Approvals and consents

A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this agreement expressly provides otherwise.

## 6.10 Remedies cumulative

The rights, powers and remedies provided in this agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this agreement.

## 6.11 No variation

A variation of any term of this agreement will be of no force or effect unless it is by way of deed and signed by each of the parties.

**6.12 Entire Agreement**

This agreement states all of the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

## Schedule

## Details

Name of Holder	Address of Holder	Escrowed Shares of Holder
Steven John Appleby	<b>Postal Address:</b> 106 Louisa Road, Birchgrove NSW 2041  <b>Email:</b> <a href="mailto:apps18869@gmail.com">apps18869@gmail.com</a>	3,080,000 ordinary shares in the Company

Name of Company	Address of Company
Uniti Wireless Limited (ACN 158 957 889)	<b>Address:</b> Level 1, 44 Currie Street, Adelaide SA 5000  <b>Attention:</b> Peter Wildy  <b>Email address:</b> <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a>

**Executed** as an agreement

**Executed by Uniti Wireless Limited ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Signed by )  
Steven John Appleby )  
in the presence of: )

\_\_\_\_\_  
Steven John Appleby

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Name of witness  
BLOCK LETTERS

**Executed** as an agreement

**Executed by Uniti Wireless Limited ACN 158  
957 889** in accordance with section 127 of the  
*Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director

\_\_\_\_\_  
\*Director/\*Company Secretary

\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Signed by  
**Steven John Appleby**  
in the presence of:

)  
)  
)

\_\_\_\_\_  
**Steven John Appleby**

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
**STEPHEN PICTON**  
Name of witness  
BLOCK LETTERS

---

# THOMSON GEER

LAWYERS

Level 25, 1 O'Connell Street  
Sydney NSW 2000 Australia

T +61 2 8248 5800 | F +61 2 8248 5899

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Company)

and

The parties listed in the Schedule  
(each a **Holder** and together the **Holders**)

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This agreement is made on

11 February 2019

~~2018~~

between **Uniti Wireless Limited** (ACN 158 957 889) of Level 1, 44 Currie Street, Adelaide SA 5000 (**Company**)

and The parties listed in the Schedule (each a **Holder** and together the **Holders**)

## Recitals

- A The Company intends to apply for admission to the official list of ASX via an initial public offering of Shares and the grant of quotation of Shares on ASX.
- B Each of the Holders is the registered owner of the Escrowed Shares set out against their names in the Schedule.
- C The Company and each Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

Now it is covenanted and agreed as follows:

## 1 Definitions and interpretation

---

### 1.1 Definitions

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**ASX Listing Rules** means the listing rules of the ASX, as amended from time to time.

**ASX Settlement** means ASX Settlement Pty Ltd ACN 008 504 532.

**Business Day** means:

- (a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b) for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**CHESS** means the Clearing House Electronic Subregister System.

**Completion** means the issue of the Escrowed Shares to each Holder.

**Completion Date** means the date the Escrowed Shares are issued to each Holder.

**Deal** has the meaning given to that term in clause 2.1.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a) granting or exercising an option;

- (b) using an asset as collateral; and
- (c) transferring an economic interest.

**Escrow Period** means the period commencing on the Completion Date and ending on the date that is 1 year after the Completion Date.

**Escrowed Shares** means the number of Shares as set out in the Schedule.

**Holding Lock** means a facility that prevents the Escrowed Shares from being deducted from the Holder's holding, and/or entered into the holding of any other party (whether on CHESS or an issuer sponsored sub-register) pursuant to a transfer or conversion by the Holder.

**Notice** means a notice, consent, approval or other communication required to be in writing under this agreement.

**Shares** means fully paid ordinary shares in the Company.

**Trading Day** means a 'trading day' as defined in the ASX Listing Rules.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to:
  - (i) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
  - (ii) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (iii) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (v) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (vii) time is a reference to legal time in Sydney, New South Wales; and
  - (viii) a reference to a day or a month means a calendar day or calendar month;
- (b) unless expressly stated, no party enters into this agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation; and

- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

### 1.3 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of the ASX:

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

## 2 Voluntary escrow

---

2.1 Except as permitted under clause 3, and otherwise subject to this agreement, each Holder must not do any of the following during the Escrow Period:

- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
- (b) create or grant, or agree or offer to create or grant, or permit to be created or granted, any security interest over any part of the Escrowed Shares; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of, or creating any security interest over, any part of the Escrowed Shares,

(Deal).

### 2.2 Holding Lock

- (a) The Company will apply a Holding Lock to the Escrowed Shares during the Escrow Period (if the securities are held on an issuer sponsored sub-register) or give notice to ASX Settlement requesting it to apply a Holding Lock (if the securities are in a CHES holding).
- (b) Subject to clause 3, each Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (c) For the avoidance of doubt, each Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period other than as permitted under clause 3.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so (including by order of a court of competent jurisdiction).

## 3 Exceptions to escrow restrictions

---

### 3.1 Takeovers

- (a) If a takeover offer (including a proportional takeover bid) is made in accordance with the Act for all securities in the same class as the Escrowed Shares, each Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clause 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow for the remainder of the Escrow Period on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

### 3.2 Scheme of arrangement

The Escrowed Shares may be Disposed of or cancelled pursuant to a compromise or arrangement under Part 5.1 of the Act provided that the Escrowed Shares become subject to the provisions of this agreement, including the Holding Lock for the remainder of the Escrow Period, if for any reason the compromise or arrangement does not take effect.

### 3.3 Equal access share buyback, capital return or capital reduction

Any or all of the Escrowed Shares may be Disposed of or cancelled as part of an:

- (a) equal access share buyback;
- (b) equal capital return; or
- (c) equal capital reduction,

in each case made in accordance with the Act.

### 3.4 Transfer to Associate

Each Holder may Dispose of any or all of the Escrowed Shares to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company.

### 3.5 Transfer to immediate family members

Each Holder may Dispose of any or all of the Escrowed Shares to:

- (a) where the Holder enters into this agreement in their personal capacity:
  - (i) any spouse, son or daughter of the Holder (**Immediate Family Member**);
  - (ii) a company wholly-owned, or majority (greater than 50%) owned by the Holder or an Immediate Family Member;
  - (iii) a trust in relation to which the Holder or an Immediate Family Member is a beneficiary;
  - (iv) any other person or entity that directly or indirectly, through one or more intermediaries controls, or is controlled by, or is under common control with the Holder or an Immediate Family Member; or
  - (v) any self-managed superannuation fund operated on behalf of the Holder or an Immediate Family Member;
- (b) where the Holder enters into this agreement in the capacity of a trustee:
  - (i) any beneficiary of the relevant trust (**Beneficiary**); or
  - (ii) any company wholly-owned by a Beneficiary;

(each, a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those securities on substantially the same terms as this agreement for the remainder of the Escrow Period.

### 3.6 Transfers with the Company's consent

Each Holder may Dispose of any or all of the Escrowed Shares with the prior written consent of the Company, subject to the proposed transferee entering into an escrow arrangement with the Company in respect of those securities on substantially the same terms as this agreement.

### 3.7 Trusts

If a Holder enters into this agreement in its capacity as a trustee of a trust, the Holder, while acting in its capacity as trustee, may Dispose of the Escrowed Shares for the purpose of effecting the appointment of a new trustee or retiring an existing trustee provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares, including such details as the Company may require in order to be satisfied that the Disposal complies with clause 3.7(c) of this agreement;
- (b) the Holder procures that prior to any such Disposal occurring, the new trustee undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company; and
- (c) there is no change to the beneficial ownership of the Escrowed Shares in connection with the Disposal.

### 3.8 Requirement of applicable law

Each Holder may Deal with any or all of the Escrowed Shares as required by applicable law (including an order of a court of competent jurisdiction).

## 4 Consequences of breach

---

### 4.1 Notice

If a Holder becomes aware:

- (a) that any of the Escrowed Shares has been Dealt with, or is likely to be Dealt with, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any of the Escrowed Shares being Dealt with during the Escrow Period,

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

### 4.2 Company's rights

If a Holder breaches this agreement:

- (a) the Company is entitled to:
  - (i) take all steps necessary to enforce this agreement, or to rectify the breach;
  - (ii) refuse to acknowledge, deal with, accept or register any Disposal of any of the Escrowed Shares. This is in addition to the other rights and remedies of the Company; and
  - (iii) recover damages from the Holder to the extent the Company suffers any loss as a result of that breach.
- (b) the Holder:
  - (i) ceases to be entitled to any dividends, distributions or voting rights while the breach continues; and
  - (ii) acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (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.

## 5 Warranties and undertaking

---

### 5.1 Warranties

Each party represents and warrants for the benefit of the other party to this agreement that the following is true and correct at the date of this agreement:

- (a) it has the power to enter into and perform this agreement and to perform and observe all of its terms and has obtained all necessary consents to enable it to do so

(including, if the Holder has entered into this agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

- (b) it has duly executed this agreement and this agreement is a legal, valid and binding obligation enforceable against it in accordance with the terms of this agreement;
- (c) the entry into and performance of this agreement does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking, by which the party or its assets are bound;
- (d) where the party is a body corporate:
  - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
  - (ii) it has taken all necessary corporate action to authorise the execution and performance of this agreement;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act that would result in it Disposing of the Escrowed Shares such that it will take effect during the Escrow Period;
- (f) the Escrowed Shares are free from all Security Interests and will remain so during the Escrow Period;
- (g) immediately following Completion, the Holder will hold the Escrowed Shares;
- (h) from Completion the Escrowed Shares will be all the securities or economic interests that the Holder has directly or indirectly in the Company; and
- (i) if a Holder is a Trustee, the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

## 5.2 Undertaking

Each Holder undertakes to the Company:

- (a) to comply in all respects with this agreement; and
- (b) not to seek any waiver or variation of this agreement without the prior written consent of the Company.

## 5.3 Acknowledgment

Each Holder acknowledges that a breach of any of the representations and warranties set out in this clause 5 is a breach of this agreement.

## 5.4 Survival of representations and warranties

The representations and warranties in this clause 5 survive termination of this agreement.

# 6 General

---

## 6.1 Notices

- (a) Any Notice given to a party under this agreement is only given if it is in writing and sent in one of the following ways:
  - (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);

- (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
  - (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 6.2 Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

## 6.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 6.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 6.5 Goods and services tax

- (a) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- (b) Where a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 6.5(a).
- (c) Terms are used in this clause 6.5 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 6.6 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws applicable in South Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 6.7 Trustee warranties

If a Holder enters into this agreement in its capacity as a trustee of a trust (**Trust**), the Holder represents and warrants to the Company as at the date of this agreement that:

- (a) the Trust has been validly created and is in existence and is solely constituted by its trust deed (**Trust Deed**), and:
  - (i) the Trust Deed is not void, voidable or otherwise unenforceable; and
  - (ii) the Trustee has not been given written notice of proceedings of any description commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the trustee of the Trust;
- (b) it has full and valid power and authority under its Trust Deed to enter into and perform its obligations under this agreement and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform its obligations under this agreement;
- (c) this agreement binds the Holder in its capacity as trustee and is a valid and binding agreement on the Holder, enforceable in accordance with its terms; and
- (d) the Holder:
  - (i) has been validly appointed as trustee of the Trust;
  - (ii) is, unless otherwise stated, the sole trustee of the Trust; and
  - (iii) is not aware of any action which has been taken to remove or replace the Holder as the trustee or terminate or vest the Trust.

## 6.8 Severability

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

## 6.9 Approvals and consents

A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this agreement expressly provides otherwise.

## 6.10 Remedies cumulative

The rights, powers and remedies provided in this agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this agreement.

## 6.11 No variation

A variation of any term of this agreement will be of no force or effect unless it is by way of deed and signed by each of the parties.

**6.12 Entire Agreement**

This agreement states all of the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

## Schedule


## Details

Name of Holder	Address of Holder	Escrowed Shares of Holder
Benjamin Edward Seaman	<b>Postal Address:</b> 38 Phoenix Street, Lane Cove NSW 2066  <b>Email:</b> <a href="mailto:benaus61@gmail.com">benaus61@gmail.com</a>	770,000 ordinary shares in the Company

Name of Company	Address of Company
Uniti Wireless Limited (ACN 158 957 889)	<b>Address:</b> Level 1, 44 Currie Street, Adelaide SA 5000  <b>Attention:</b> Peter Wildy  <b>Email address:</b> <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a>

**Executed** as an agreement

**Executed by Uniti Wireless Limited ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Signed by  
**Benjamin Edward Seaman**  
in the presence of: )  
)  
)

\_\_\_\_\_  
**Benjamin Edward Seaman**

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Name of witness  
BLOCK LETTERS

**Executed** as an agreement

**Executed by Uniti Wireless Limited ACN 158  
957 889** in accordance with section 127 of the  
*Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director


\_\_\_\_\_  
\*Director/\*Company Secretary

\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

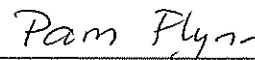
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Signed by  
**Benjamin Edward Seaman**  
in the presence of:

)  
)  
)

  
\_\_\_\_\_  
**Benjamin Edward Seaman**

  
\_\_\_\_\_  
Witness signature

  
\_\_\_\_\_  
Name of witness  
BLOCK LETTERS

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Company)

and

The parties listed in the Schedule  
(each a **Holder** and together the **Holders**)

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This agreement is made on

11 February 2019

~~2018~~

between **Uniti Wireless Limited** (ACN 158 957 889) of Level 1, 44 Currie Street, Adelaide SA 5000 (**Company**)

and The parties listed in the Schedule (each a **Holder** and together the **Holders**)

## Recitals

- A The Company intends to apply for admission to the official list of ASX via an initial public offering of Shares and the grant of quotation of Shares on ASX.
- B Each of the Holders is the registered owner of the Escrowed Shares set out against their names in the Schedule.
- C The Company and each Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

Now it is covenanted and agreed as follows:

## 1 Definitions and interpretation

---

### 1.1 Definitions

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**ASX Listing Rules** means the listing rules of the ASX, as amended from time to time.

**ASX Settlement** means ASX Settlement Pty Ltd ACN 008 504 532.

**Business Day** means:

- (a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b) for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**CHES** means the Clearing House Electronic Subregister System.

**Completion** means the issue of the Escrowed Shares to each Holder.

**Completion Date** means the date the Escrowed Shares are issued to each Holder.

**Deal** has the meaning given to that term in clause 2.1.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a) granting or exercising an option;

- (b) using an asset as collateral; and
- (c) transferring an economic interest.

**Escrow Period** means the period commencing on the Completion Date and ending on the date that is 1 year after the Completion Date.

**Escrowed Shares** means the number of Shares as set out in the Schedule.

**Holding Lock** means a facility that prevents the Escrowed Shares from being deducted from the Holder's holding, and/or entered into the holding of any other party (whether on CHESS or an issuer sponsored sub-register) pursuant to a transfer or conversion by the Holder.

**Notice** means a notice, consent, approval or other communication required to be in writing under this agreement.

**Shares** means fully paid ordinary shares in the Company.

**Trading Day** means a 'trading day' as defined in the ASX Listing Rules.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to:
  - (i) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
  - (ii) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (iii) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (v) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (vii) time is a reference to legal time in Sydney, New South Wales; and
  - (viii) a reference to a day or a month means a calendar day or calendar month;
- (b) unless expressly stated, no party enters into this agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation; and

- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

### 1.3 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of the ASX:

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

## 2 Voluntary escrow

---

2.1 Except as permitted under clause 3, and otherwise subject to this agreement, each Holder must not do any of the following during the Escrow Period:

- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
- (b) create or grant, or agree or offer to create or grant, or permit to be created or granted, any security interest over any part of the Escrowed Shares; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of, or creating any security interest over, any part of the Escrowed Shares,

(Deal).

### 2.2 Holding Lock

- (a) The Company will apply a Holding Lock to the Escrowed Shares during the Escrow Period (if the securities are held on an issuer sponsored sub-register) or give notice to ASX Settlement requesting it to apply a Holding Lock (if the securities are in a CHES holding).
- (b) Subject to clause 3, each Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (c) For the avoidance of doubt, each Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period other than as permitted under clause 3.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so (including by order of a court of competent jurisdiction).

## 3 Exceptions to escrow restrictions

---

### 3.1 Takeovers

- (a) If a takeover offer (including a proportional takeover bid) is made in accordance with the Act for all securities in the same class as the Escrowed Shares, each Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clause 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow for the remainder of the Escrow Period on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

### 3.2 Scheme of arrangement

The Escrowed Shares may be Disposed of or cancelled pursuant to a compromise or arrangement under Part 5.1 of the Act provided that the Escrowed Shares become subject to the provisions of this agreement, including the Holding Lock for the remainder of the Escrow Period, if for any reason the compromise or arrangement does not take effect.

### 3.3 Equal access share buyback, capital return or capital reduction

Any or all of the Escrowed Shares may be Disposed of or cancelled as part of an:

- (a) equal access share buyback;
- (b) equal capital return; or
- (c) equal capital reduction,

in each case made in accordance with the Act.

### 3.4 Transfer to Associate

Each Holder may Dispose of any or all of the Escrowed Shares to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company.

### 3.5 Transfer to immediate family members

Each Holder may Dispose of any or all of the Escrowed Shares to:

- (a) where the Holder enters into this agreement in their personal capacity:
  - (i) any spouse, son or daughter of the Holder (**Immediate Family Member**);
  - (ii) a company wholly-owned, or majority (greater than 50%) owned by the Holder or an Immediate Family Member;
  - (iii) a trust in relation to which the Holder or an Immediate Family Member is a beneficiary;
  - (iv) any other person or entity that directly or indirectly, through one or more intermediaries controls, or is controlled by, or is under common control with the Holder or an Immediate Family Member; or
  - (v) any self-managed superannuation fund operated on behalf of the Holder or an Immediate Family Member;
- (b) where the Holder enters into this agreement in the capacity of a trustee:
  - (i) any beneficiary of the relevant trust (**Beneficiary**); or
  - (ii) any company wholly-owned by a Beneficiary;

(each, a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those securities on substantially the same terms as this agreement for the remainder of the Escrow Period.

### 3.6 Transfers with the Company's consent

Each Holder may Dispose of any or all of the Escrowed Shares with the prior written consent of the Company, subject to the proposed transferee entering into an escrow arrangement with the Company in respect of those securities on substantially the same terms as this agreement.

### 3.7 Trusts

If a Holder enters into this agreement in its capacity as a trustee of a trust, the Holder, while acting in its capacity as trustee, may Dispose of the Escrowed Shares for the purpose of effecting the appointment of a new trustee or retiring an existing trustee provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares, including such details as the Company may require in order to be satisfied that the Disposal complies with clause 3.7(c) of this agreement;
- (b) the Holder procures that prior to any such Disposal occurring, the new trustee undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company; and
- (c) there is no change to the beneficial ownership of the Escrowed Shares in connection with the Disposal.

### 3.8 Requirement of applicable law

Each Holder may Deal with any or all of the Escrowed Shares as required by applicable law (including an order of a court of competent jurisdiction).

## 4 Consequences of breach

---

### 4.1 Notice

If a Holder becomes aware:

- (a) that any of the Escrowed Shares has been Dealt with, or is likely to be Dealt with, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any of the Escrowed Shares being Dealt with during the Escrow Period,

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

### 4.2 Company's rights

If a Holder breaches this agreement:

- (a) the Company is entitled to:
  - (i) take all steps necessary to enforce this agreement, or to rectify the breach;
  - (ii) refuse to acknowledge, deal with, accept or register any Disposal of any of the Escrowed Shares. This is in addition to the other rights and remedies of the Company; and
  - (iii) recover damages from the Holder to the extent the Company suffers any loss as a result of that breach.
- (b) the Holder:
  - (i) ceases to be entitled to any dividends, distributions or voting rights while the breach continues; and
  - (ii) acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (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.

## 5 Warranties and undertaking

---

### 5.1 Warranties

Each party represents and warrants for the benefit of the other party to this agreement that the following is true and correct at the date of this agreement:

- (a) it has the power to enter into and perform this agreement and to perform and observe all of its terms and has obtained all necessary consents to enable it to do so

(including, if the Holder has entered into this agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

- (b) it has duly executed this agreement and this agreement is a legal, valid and binding obligation enforceable against it in accordance with the terms of this agreement;
- (c) the entry into and performance of this agreement does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking, by which the party or its assets are bound;
- (d) where the party is a body corporate:
  - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
  - (ii) it has taken all necessary corporate action to authorise the execution and performance of this agreement;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act that would result in it Disposing of the Escrowed Shares such that it will take effect during the Escrow Period;
- (f) the Escrowed Shares are free from all Security Interests and will remain so during the Escrow Period;
- (g) immediately following Completion, the Holder will hold the Escrowed Shares;
- (h) from Completion the Escrowed Shares will be all the securities or economic interests that the Holder has directly or indirectly in the Company; and
- (i) if a Holder is a Trustee, the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

## 5.2 Undertaking

Each Holder undertakes to the Company:

- (a) to comply in all respects with this agreement; and
- (b) not to seek any waiver or variation of this agreement without the prior written consent of the Company.

## 5.3 Acknowledgment

Each Holder acknowledges that a breach of any of the representations and warranties set out in this clause 5 is a breach of this agreement.

## 5.4 Survival of representations and warranties

The representations and warranties in this clause 5 survive termination of this agreement.

# 6 General

---

## 6.1 Notices

- (a) Any Notice given to a party under this agreement is only given if it is in writing and sent in one of the following ways:
  - (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);

- (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
  - (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 6.2 Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

## 6.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 6.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 6.5 Goods and services tax

- (a) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- (b) Where a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 6.5(a).
- (c) Terms are used in this clause 6.5 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 6.6 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws applicable in South Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 6.7 Trustee warranties

If a Holder enters into this agreement in its capacity as a trustee of a trust (**Trust**), the Holder represents and warrants to the Company as at the date of this agreement that:

- (a) the Trust has been validly created and is in existence and is solely constituted by its trust deed (**Trust Deed**), and:
  - (i) the Trust Deed is not void, voidable or otherwise unenforceable; and
  - (ii) the Trustee has not been given written notice of proceedings of any description commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the trustee of the Trust;
- (b) it has full and valid power and authority under its Trust Deed to enter into and perform its obligations under this agreement and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform its obligations under this agreement;
- (c) this agreement binds the Holder in its capacity as trustee and is a valid and binding agreement on the Holder, enforceable in accordance with its terms; and
- (d) the Holder:
  - (i) has been validly appointed as trustee of the Trust;
  - (ii) is, unless otherwise stated, the sole trustee of the Trust; and
  - (iii) is not aware of any action which has been taken to remove or replace the Holder as the trustee or terminate or vest the Trust.

## 6.8 Severability

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

## 6.9 Approvals and consents

A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this agreement expressly provides otherwise.

## 6.10 Remedies cumulative

The rights, powers and remedies provided in this agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this agreement.

## 6.11 No variation

A variation of any term of this agreement will be of no force or effect unless it is by way of deed and signed by each of the parties.

**6.12 Entire Agreement**

This agreement states all of the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

## Schedule

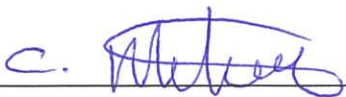
## Details

Name of Holder	Address of Holder	Escrowed Shares of Holder
Richmond Bridge Pty Ltd ACN 084 510 501 as trustee for the Richmond Bridge Trust	<b>Postal Address:</b> 19 Botanic Road, Mosman NSW 2088 <b>Email:</b> <a href="mailto:steve.picton3@gmail.com">steve.picton3@gmail.com</a>	2,750,000 ordinary shares in the Company

Name of Company	Address of Company
Uniti Wireless Limited (ACN 158 957 889)	<b>Address:</b> Level 1, 44 Currie Street, Adelaide SA 5000 <b>Attention:</b> Peter Wildy <b>Email address:</b> <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a>

**Executed** as an agreement

**Executed by Uniti Wireless Limited ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed by Richmond Bridge Pty Ltd ACN 084 510 501 as trustee for the Richmond Bridge Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

\_\_\_\_\_  
\*Director/\*Company Secretary

\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
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\*please strike out as appropriate

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\*Director/\*Company Secretary

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Name of Director  
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\*please strike out as appropriate

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\_\_\_\_\_  
Director

  
\_\_\_\_\_  
\*Director/\*Company Secretary

\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

**STEPHEN PICTON**  
\_\_\_\_\_  
Name of ~~\*Director/\*Company Secretary~~  
BLOCK LETTERS  
\*please strike out as appropriate **SOLE DIRECTOR**

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Entity)

and

The party listed in Schedule 1  
(Holder)

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**This agreement** is made on

2018

between           Uniti Wireless Limited ACN 158 957 889 of Level 1 44 Currie Street Adelaide SA  
5000 (**Company**)

and                The party listed in Schedule 1 (**Holder**)

## **Recitals**

- A     The Company intends to list on the official list of the ASX.
- B     The Company has issued certain shares to the Holder which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares.
- C     If more than one person is named in Schedule 1 as the Holder, then those persons hold the shares (which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares) jointly.
- D     The Company and the Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

**Now it is covenanted and agreed** as follows:

## **1 Definitions and interpretation**

---

### **1.1 Definitions**

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**Business Day** means:

- (a)   for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b)   for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**CHES** means the Clearing House Electronic Subregister System.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a)   granting or exercising an option;
- (b)   using an asset as collateral;
- (c)   decreasing an economic interest; and
- (d)   disposing of part of an asset.

**Escrow Period** means the period commencing on the date the Company is admitted to the official list of the ASX and ending once the Company's audited financial results for the period commencing 1 July 2018 and ending 30 June 2019 have been released to the market.

**Escrowed Shares** means the number of fully paid ordinary shares in the Company as set out in Schedule 1.

**Holding Lock** means a facility that prevents the Escrowed Shares from being deducted from the Holder's holding, and/or entered into the holding of any other party (whether on CHESS or an issuer sponsored sub-register) pursuant to a transfer or conversion by the Holder.

**Notice** means a notice, consent, approval or other communication required to be in writing under this agreement.

**Offer Price** means the price per share for each new ordinary share in the Company to be issued in connection with the initial public offer of shares in the Company.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to:
  - (i) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
  - (ii) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (iii) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (v) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (vii) time is a reference to legal time in Sydney, New South Wales; and
  - (viii) a reference to a day or a month means a calendar day or calendar month;
- (b) unless expressly stated, no party enters into this agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation; and
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

## 2 Voluntary escrow

---

2.1 Subject to this agreement, the Holder must not do any of the following during the Escrow Period:

- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
- (b) create, or agree or offer to create, any security interest in the Escrowed Shares; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Shares.

### 2.2 Holding Lock

- (a) The Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (b) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so.

## 3 Exceptions to escrow restrictions

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### 3.1 Takeovers

- (a) If a takeover offer is made in accordance with the Act for all securities in the same class as the Escrowed Shares, the Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clauses 2.1 and 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

### 3.2 Scheme of arrangement

The Escrowed Shares may be Disposed of or cancelled as part of a merger by way of compromise or arrangement under Part 5.1 of the Act provided that the Escrowed Shares become subject to the provisions of this agreement, including the Holding Lock, if for any reason the merger by way of compromise or arrangement does not take effect.

### 3.3 Transfer to Associate

The Holder may Dispose of any or all of the Escrowed Shares to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company.

### 3.4 Trusts

If the Holder enters into this agreement in its capacity as a trustee of a trust, the Holder, while acting in its capacity as trustee, may Dispose of the Escrowed Shares for the purpose of effecting the appointment of a new trustee or retiring an existing trustee provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares, including such details as the Company may require in order to be satisfied that the Disposal complies with clause 3.4(c) of this agreement;
- (b) the Holder procures that prior to any such Disposal occurring, the new trustee undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company; and
- (c) there is no change to the beneficial ownership of the Escrowed Shares in connection with the Disposal.

## 4 Consequences of breach

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If the Holder breaches this agreement:

- (a) the Company is entitled to:
  - (i) take all steps necessary to enforce this agreement, or to rectify the breach;
  - (ii) refuse to acknowledge, deal with, accept or register any Disposal of any of the Escrowed Shares. This is in addition to the other rights and remedies of the Company; and
  - (iii) recover damages from the Holder to the extent the Company suffers any loss as a result of that breach; and
- (b) the Holder of the Escrowed Shares will cease to be entitled to any dividends, distributions or voting rights while the breach continues.

## 5 General

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### 5.1 Notices

- (a) Any Notice given to a party under this agreement is only given if it is in writing and sent in one of the following ways:

- (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);
  - (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
- (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 5.2 Disclosure

The Holder consents to the Company disclosing the terms and conditions of this agreement in any prospectus the Company issues in relation to its initial public offer of shares in the Company.

## 5.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 5.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 5.5 Further acts

Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it.

## 5.6 Goods and services tax

- (a) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- (b) Where a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 5.6(a).
- (c) Terms are used in this clause 5.6 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 5.7 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 5.8 Trustee warranties

If the Holder enters into this agreement in its capacity as a trustee of a trust (**Trust**), the Holder represents and warrants to the Company that:

- (a) the Trust has been validly created and is in existence and is solely constituted by its trust deed (**Trust Deed**), a true and complete copy of which has been provided to the Company, and:
  - (i) the Trust Deed is not void, voidable or otherwise unenforceable;
  - (ii) a date has not been declared under the Trust Deed as the date on which the Trust will be vested or come to an end; and
  - (iii) no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the trustee of the Trust;
- (b) it has full and valid power and authority under its Trust Deed to enter into and perform its obligations under this agreement and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform its obligations under this agreement;
- (c) this agreement binds the Holder in its capacity as trustee and is a valid and binding agreement on the Holder, enforceable in accordance with its terms; and
- (d) the Holder:
  - (i) has been validly appointed as trustee of the Trust;
  - (ii) is, unless otherwise stated, the sole trustee of the Trust; and
  - (iii) is not aware of any action which has been taken to remove or replace the Holder as the trustee or terminate or vest the Trust.

## 5.9 Severability

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

## Schedule 1

## Details

→ 50,000 <sup>18</sup>

Name of Holder	Address of Holder	Escrowed Shares of Holder
924 Pty Ltd ACN 607 435 512 as trustee for Zoloto Super Fund	<b>Address:</b> C/- LA & VJ Buono, Unit 9 24 Birley Road, MANLY, NSW, 2095  <b>Email:</b> lbuono@708capital.com.au	<del>94,442</del> ordinary shares, being 100% of the ordinary shares in the Company held by the Holder immediately prior to the listing of the Company on the ASX other than ordinary shares held by the Holder which are subject to ASX-imposed compulsory escrow

Name of Company	Address of Company	
Uniti Wireless Limited ACN 158 957 889	<b>Address:</b> Level 1 44 Currie Street Adelaide SA 5000  <b>Attention:</b> Peter Wildy  <b>Facsimile No:</b> (08) 8180 1890  <b>Email:</b> <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a>	


 L.A. Buono

 V.J. Buono

3/12/18

## Schedule 1

## Details

50,000  NB.

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Name of Company	Address of Company	
Uniti Wireless Limited ACN 158 957 889	<b>Address:</b> Level 1 44 Currie Street Adelaide SA 5000  <b>Attention:</b> Peter Wildy  <b>Facsimile No:</b> (08) 8180 1890  <b>Email:</b> <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a>	

**Executed as an agreement**

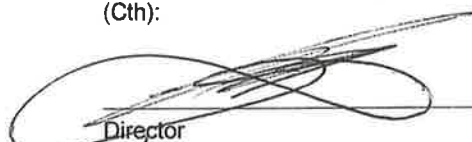
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\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

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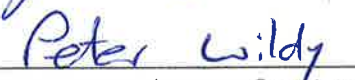
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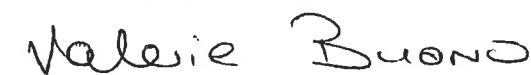
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
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\_\_\_\_\_  
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Name of \*Director/\*Company Secretary  
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## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Entity)

and

The party listed in Schedule 1  
(Holder)

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**This agreement** is made on

2018

between Uniti Wireless Limited ACN 158 957 889 of Level 1 44 Currie Street Adelaide SA 5000 (**Company**)

and The party listed in Schedule 1 (**Holder**)

## Recitals

- A The Company intends to list on the official list of the ASX.
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**Now it is covenanted and agreed** as follows:

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**Escrowed Shares** means the number of fully paid ordinary shares in the Company as set out in Schedule 1.

**Holding Lock** means a facility that prevents the Escrowed Shares from being deducted from the Holder's holding, and/or entered into the holding of any other party (whether on CHESS or an issuer sponsored sub-register) pursuant to a transfer or conversion by the Holder.

**Notice** means a notice, consent, approval or other communication required to be in writing under this agreement.

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## 1.2 Interpretation

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- (a) a reference to:
  - (i) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
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  - (iv) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (v) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (vii) time is a reference to legal time in Sydney, New South Wales; and
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- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

## 2 Voluntary escrow

---

2.1 Subject to this agreement, the Holder must not do any of the following during the Escrow Period:

- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
- (b) create, or agree or offer to create, any security interest in the Escrowed Shares; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Shares.

### 2.2 Holding Lock

- (a) The Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (b) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so.

## 3 Exceptions to escrow restrictions

---

### 3.1 Takeovers

- (a) If a takeover offer is made in accordance with the Act for all securities in the same class as the Escrowed Shares, the Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clauses 2.1 and 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

### 3.2 Scheme of arrangement

The Escrowed Shares may be Disposed of or cancelled as part of a merger by way of compromise or arrangement under Part 5.1 of the Act provided that the Escrowed Shares become subject to the provisions of this agreement, including the Holding Lock, if for any reason the merger by way of compromise or arrangement does not take effect.

### 3.3 Transfer to Associate

The Holder may Dispose of any or all of the Escrowed Shares to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company.

### 3.4 Trusts

If the Holder enters into this agreement in its capacity as a trustee of a trust, the Holder, while acting in its capacity as trustee, may Dispose of the Escrowed Shares for the purpose of effecting the appointment of a new trustee or retiring an existing trustee provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares, including such details as the Company may require in order to be satisfied that the Disposal complies with clause 3.4(c) of this agreement;
- (b) the Holder procures that prior to any such Disposal occurring, the new trustee undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company; and
- (c) there is no change to the beneficial ownership of the Escrowed Shares in connection with the Disposal.

## 4 Consequences of breach

---

If the Holder breaches this agreement:

- (a) the Company is entitled to:
  - (i) take all steps necessary to enforce this agreement, or to rectify the breach;
  - (ii) refuse to acknowledge, deal with, accept or register any Disposal of any of the Escrowed Shares. This is in addition to the other rights and remedies of the Company; and
  - (iii) recover damages from the Holder to the extent the Company suffers any loss as a result of that breach; and
- (b) the Holder of the Escrowed Shares will cease to be entitled to any dividends, distributions or voting rights while the breach continues.

## 5 General

---

### 5.1 Notices

- (a) Any Notice given to a party under this agreement is only given if it is in writing and sent in one of the following ways:

- (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);
  - (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
- (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 5.2 Disclosure

The Holder consents to the Company disclosing the terms and conditions of this agreement in any prospectus the Company issues in relation to its initial public offer of shares in the Company.

## 5.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 5.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 5.5 Further acts

Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it.

## 5.6 Goods and services tax

- (a) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- (b) Where a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 5.6(a).
- (c) Terms are used in this clause 5.6 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 5.7 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 5.8 Trustee warranties

If the Holder enters into this agreement in its capacity as a trustee of a trust (**Trust**), the Holder represents and warrants to the Company that:

- (a) the Trust has been validly created and is in existence and is solely constituted by its trust deed (**Trust Deed**), a true and complete copy of which has been provided to the Company, and:
  - (i) the Trust Deed is not void, voidable or otherwise unenforceable;
  - (ii) a date has not been declared under the Trust Deed as the date on which the Trust will be vested or come to an end; and
  - (iii) no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the trustee of the Trust;
- (b) it has full and valid power and authority under its Trust Deed to enter into and perform its obligations under this agreement and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform its obligations under this agreement;
- (c) this agreement binds the Holder in its capacity as trustee and is a valid and binding agreement on the Holder, enforceable in accordance with its terms; and
- (d) the Holder:
  - (i) has been validly appointed as trustee of the Trust;
  - (ii) is, unless otherwise stated, the sole trustee of the Trust; and
  - (iii) is not aware of any action which has been taken to remove or replace the Holder as the trustee or terminate or vest the Trust.

## 5.9 Severability

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

## Schedule 1

## Details

Name of Holder	Address of Holder	Escrowed Shares of Holder
Adams Term Investments Pty Ltd ACN 086 023 627	<p>Address: Apartment 70, 2-22 Knox Street, DOUBLE BAY, NSW, 2028</p> <p>Email: ae.adams@outlook.com</p>	<p>283,237 ordinary shares, being 100% of the ordinary shares in the Company held by the Holder immediately prior to the listing of the Company on the ASX other than ordinary shares held by the Holder which are subject to ASX-imposed compulsory escrow</p>
Name of Company	Address of Company	
Uniti Wireless Limited ACN 158 957 889	<p>Address: Level 1 44 Currie Street Adelaide SA 5000</p> <p>Attention: Peter Wildy</p> <p>Facsimile No: (08) 8180 1890</p> <p>Email: <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a></p>	

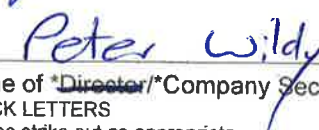
**Executed as an agreement**

**Executed by Uniti Wireless Limited ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director

  
\_\_\_\_\_  
~~\*Director~~ \*Company Secretary

\_\_\_\_\_  
Name of Director  
BLOCK LETTERS


  
\_\_\_\_\_  
Name of ~~\*Director~~ \*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed by Adams Term Investments Pty Ltd ACN 086 023 627** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director

  
\_\_\_\_\_  
~~\*Director~~ \*Company Secretary

\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
Name of ~~\*Director~~ \*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Entity)

and

The party listed in Schedule 1  
(Holder)

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**This agreement is made on**

2018

between           Uniti Wireless Limited ACN 158 957 889 of Level 1 44 Currie Street Adelaide SA  
5000 (**Company**)

and                The party listed in Schedule 1 (**Holder**)

## **Recitals**

- A     The Company intends to list on the official list of the ASX.
- B     The Company has issued certain shares to the Holder which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares.
- C     If more than one person is named in Schedule 1 as the Holder, then those persons hold the shares (which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares) jointly.
- D     The Company and the Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

**Now it is covenanted and agreed** as follows:

## **1 Definitions and interpretation**

---

### **1.1 Definitions**

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**Business Day** means:

- (a)     for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b)     for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**CHESS** means the Clearing House Electronic Subregister System.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a)     granting or exercising an option;
- (b)     using an asset as collateral;
- (c)     decreasing an economic interest; and
- (d)     disposing of part of an asset.

**Escrow Period** means the period commencing on the date the Company is admitted to the official list of the ASX and ending once the Company's audited financial results for the period commencing 1 July 2018 and ending 30 June 2019 have been released to the market.

**Escrowed Shares** means the number of fully paid ordinary shares in the Company as set out in Schedule 1.

**Holding Lock** means a facility that prevents the Escrowed Shares from being deducted from the Holder's holding, and/or entered into the holding of any other party (whether on CHESS or an issuer sponsored sub-register) pursuant to a transfer or conversion by the Holder.

**Notice** means a notice, consent, approval or other communication required to be in writing under this agreement.

**Offer Price** means the price per share for each new ordinary share in the Company to be issued in connection with the initial public offer of shares in the Company.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to:
  - (i) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
  - (ii) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (iii) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (v) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (vii) time is a reference to legal time in Sydney, New South Wales; and
  - (viii) a reference to a day or a month means a calendar day or calendar month;
- (b) unless expressly stated, no party enters into this agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation; and
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

## 2 Voluntary escrow

---

- 2.1 Subject to this agreement, the Holder must not do any of the following during the Escrow Period:
- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
  - (b) create, or agree or offer to create, any security interest in the Escrowed Shares; or
  - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Shares.

### 2.2 Holding Lock

- (a) The Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (b) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so.

## 3 Exceptions to escrow restrictions

---

### 3.1 Takeovers

- (a) If a takeover offer is made in accordance with the Act for all securities in the same class as the Escrowed Shares, the Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clauses 2.1 and 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

### 3.2 Scheme of arrangement

The Escrowed Shares may be Disposed of or cancelled as part of a merger by way of compromise or arrangement under Part 5.1 of the Act provided that the Escrowed Shares become subject to the provisions of this agreement, including the Holding Lock, if for any reason the merger by way of compromise or arrangement does not take effect.

### 3.3 Transfer to Associate

The Holder may Dispose of any or all of the Escrowed Shares to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company.

### 3.4 Trusts

If the Holder enters into this agreement in its capacity as a trustee of a trust, the Holder, while acting in its capacity as trustee, may Dispose of the Escrowed Shares for the purpose of effecting the appointment of a new trustee or retiring an existing trustee provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares, including such details as the Company may require in order to be satisfied that the Disposal complies with clause 3.4(c) of this agreement;
- (b) the Holder procures that prior to any such Disposal occurring, the new trustee undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company; and
- (c) there is no change to the beneficial ownership of the Escrowed Shares in connection with the Disposal.

## 4 Consequences of breach

---

If the Holder breaches this agreement:

- (a) the Company is entitled to:
  - (i) take all steps necessary to enforce this agreement, or to rectify the breach;
  - (ii) refuse to acknowledge, deal with, accept or register any Disposal of any of the Escrowed Shares. This is in addition to the other rights and remedies of the Company; and
  - (iii) recover damages from the Holder to the extent the Company suffers any loss as a result of that breach; and
- (b) the Holder of the Escrowed Shares will cease to be entitled to any dividends, distributions or voting rights while the breach continues.

## 5 General

---

### 5.1 Notices

- (a) Any Notice given to a party under this agreement is only given if it is in writing and sent in one of the following ways:

- (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);
  - (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
- (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 5.2 Disclosure

The Holder consents to the Company disclosing the terms and conditions of this agreement in any prospectus the Company issues in relation to its initial public offer of shares in the Company.

## 5.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 5.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 5.5 Further acts

Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it.

## 5.6 Goods and services tax

- (a) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- (b) Where a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 5.6(a).
- (c) Terms are used in this clause 5.6 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 5.7 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 5.8 Trustee warranties

If the Holder enters into this agreement in its capacity as a trustee of a trust (**Trust**), the Holder represents and warrants to the Company that:

- (a) the Trust has been validly created and is in existence and is solely constituted by its trust deed (**Trust Deed**), a true and complete copy of which has been provided to the Company, and:
  - (i) the Trust Deed is not void, voidable or otherwise unenforceable;
  - (ii) a date has not been declared under the Trust Deed as the date on which the Trust will be vested or come to an end; and
  - (iii) no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the trustee of the Trust;
- (b) it has full and valid power and authority under its Trust Deed to enter into and perform its obligations under this agreement and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform its obligations under this agreement;
- (c) this agreement binds the Holder in its capacity as trustee and is a valid and binding agreement on the Holder, enforceable in accordance with its terms; and
- (d) the Holder:
  - (i) has been validly appointed as trustee of the Trust;
  - (ii) is, unless otherwise stated, the sole trustee of the Trust; and
  - (iii) is not aware of any action which has been taken to remove or replace the Holder as the trustee or terminate or vest the Trust.

## 5.9 Severability

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

## Schedule 1

## Details

434,298 ordinary shares


Name of Holder	Address of Holder	Escrowed Shares of Holder
Bear Cat Ventures Pty Ltd ACN 606 904 143 as trustee for BCV Alpha Trust	<b>Address:</b> 39 Eastcote Road, NORTH EPPING, NSW, 2121 <b>Email:</b> yun@mooh.org, nicholas.seow@gmail.com	<del>868,595 ordinary shares, being 100% of the ordinary shares in the Company held by the Holder immediately prior to the listing of the Company on the ASX other than ordinary shares held by the Holder which are subject to ASX-imposed compulsory escrow</del>

YHY

Name of Company	Address of Company
Uniti Wireless Limited ACN 158 957 889	<b>Address:</b> Level 1 44 Currie Street Adelaide SA 5000 <b>Attention:</b> Peter Wildy <b>Facsimile No:</b> (08) 8180 1890 <b>Email:</b> <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a>

**Executed as an agreement**

**Executed by Uniti Wireless Limited ACN 158 957 889** in accordance with section 127 of the Corporations Act 2001 (Cth):

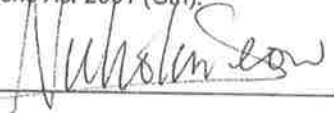
  
Director

SASHA BARWICK  
Name of Director  
BLOCK LETTERS


  
\*Director/\*Company Secretary

Peter Wildy  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed by Bear Cat Ventures Pty Ltd ACN 606 904 143 as trustee for BCV Alpha Trust** in accordance with section 127 of the Corporations Act 2001 (Cth):

  
Director

NICHOLAS NAM SHEEN SEOW  
Name of Director  
BLOCK LETTERS

  
\*Director/\*Company Secretary

YUN HUANG YONG  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Entity)

and

The party listed in Schedule 1  
(Holder)

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**This agreement** is made on

2018

between Uniti Wireless Limited ACN 158 957 889 of Level 1 44 Currie Street Adelaide SA 5000 (**Company**)

and The party listed in Schedule 1 (**Holder**)

## **Recitals**

- A The Company intends to list on the official list of the ASX.
- B The Company has issued certain shares to the Holder which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares.
- C If more than one person is named in Schedule 1 as the Holder, then those persons hold the shares (which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares) jointly.
- D The Company and the Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

**Now it is covenanted and agreed** as follows:

## **1 Definitions and interpretation**

---

### **1.1 Definitions**

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**Business Day** means:

- (a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b) for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**CHESS** means the Clearing House Electronic Subregister System.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a) granting or exercising an option;
- (b) using an asset as collateral;
- (c) decreasing an economic interest; and
- (d) disposing of part of an asset.

**Escrow Period** means the period commencing on the date the Company is admitted to the official list of the ASX and ending once the Company's audited financial results for the period commencing 1 July 2018 and ending 30 June 2019 have been released to the market.

**Escrowed Shares** means the number of fully paid ordinary shares in the Company as set out in Schedule 1.

**Holding Lock** means a facility that prevents the Escrowed Shares from being deducted from the Holder's holding, and/or entered into the holding of any other party (whether on CHESS or an issuer sponsored sub-register) pursuant to a transfer or conversion by the Holder.

**Notice** means a notice, consent, approval or other communication required to be in writing under this agreement.

**Offer Price** means the price per share for each new ordinary share in the Company to be issued in connection with the initial public offer of shares in the Company.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to:
  - (i) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
  - (ii) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (iii) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (v) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (vii) time is a reference to legal time in Sydney, New South Wales; and
  - (viii) a reference to a day or a month means a calendar day or calendar month;
- (b) unless expressly stated, no party enters into this agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation; and
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

## 2 Voluntary escrow

---

- 2.1 Subject to this agreement, the Holder must not do any of the following during the Escrow Period:
- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
  - (b) create, or agree or offer to create, any security interest in the Escrowed Shares; or
  - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Shares.

### 2.2 Holding Lock

- (a) The Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (b) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so.

## 3 Exceptions to escrow restrictions

---

### 3.1 Takeovers

- (a) If a takeover offer is made in accordance with the Act for all securities in the same class as the Escrowed Shares, the Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clauses 2.1 and 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

### 3.2 Scheme of arrangement

The Escrowed Shares may be Disposed of or cancelled as part of a merger by way of compromise or arrangement under Part 5.1 of the Act provided that the Escrowed Shares become subject to the provisions of this agreement, including the Holding Lock, if for any reason the merger by way of compromise or arrangement does not take effect.

### 3.3 Transfer to Associate

The Holder may Dispose of any or all of the Escrowed Shares to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company.

### 3.4 Trusts

If the Holder enters into this agreement in its capacity as a trustee of a trust, the Holder, while acting in its capacity as trustee, may Dispose of the Escrowed Shares for the purpose of effecting the appointment of a new trustee or retiring an existing trustee provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares, including such details as the Company may require in order to be satisfied that the Disposal complies with clause 3.4(c) of this agreement;
- (b) the Holder procures that prior to any such Disposal occurring, the new trustee undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company; and
- (c) there is no change to the beneficial ownership of the Escrowed Shares in connection with the Disposal.

## 4 Consequences of breach

---

If the Holder breaches this agreement:

- (a) the Company is entitled to:
  - (i) take all steps necessary to enforce this agreement, or to rectify the breach;
  - (ii) refuse to acknowledge, deal with, accept or register any Disposal of any of the Escrowed Shares. This is in addition to the other rights and remedies of the Company; and
  - (iii) recover damages from the Holder to the extent the Company suffers any loss as a result of that breach; and
- (b) the Holder of the Escrowed Shares will cease to be entitled to any dividends, distributions or voting rights while the breach continues.

## 5 General

---

### 5.1 Notices

- (a) Any Notice given to a party under this agreement is only given if it is in writing and sent in one of the following ways:

- (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);
  - (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
- (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 5.2 Disclosure

The Holder consents to the Company disclosing the terms and conditions of this agreement in any prospectus the Company issues in relation to its initial public offer of shares in the Company.

## 5.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 5.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 5.5 Further acts

Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it.

## 5.6 Goods and services tax

- (a) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- (b) Where a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 5.6(a).
- (c) Terms used in this clause 5.6 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 5.7 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 5.8 Trustee warranties

If the Holder enters into this agreement in its capacity as a trustee of a trust (**Trust**), the Holder represents and warrants to the Company that:

- (a) the Trust has been validly created and is in existence and is solely constituted by its trust deed (**Trust Deed**), a true and complete copy of which has been provided to the Company, and:
  - (i) the Trust Deed is not void, voidable or otherwise unenforceable;
  - (ii) a date has not been declared under the Trust Deed as the date on which the Trust will be vested or come to an end; and
  - (iii) no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the trustee of the Trust;
- (b) it has full and valid power and authority under its Trust Deed to enter into and perform its obligations under this agreement and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform its obligations under this agreement;
- (c) this agreement binds the Holder in its capacity as trustee and is a valid and binding agreement on the Holder, enforceable in accordance with its terms; and
- (d) the Holder:
  - (i) has been validly appointed as trustee of the Trust;
  - (ii) is, unless otherwise stated, the sole trustee of the Trust; and
  - (iii) is not aware of any action which has been taken to remove or replace the Holder as the trustee or terminate or vest the Trust.

## 5.9 Severability

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

## Schedule 1

## Details

Name of Holder	Address of Holder	Escrowed Shares of Holder
BNP Paribas Nominees Pty Limited ACN 084 150 023 as nominee for BNP Paribas Securities Services as custodian for IOOF Investment Management Limited as responsible entity for the Multimix Wholesale Australian Shares Trust	<b>Address:</b> PO Box R209, Royal Exchange, NSW, 1225  <b>Email:</b> trades@ocfunds.com.au, tvien@copiapartners.com.au	788,865 <sup>1</sup> ordinary shares, being 100% of the ordinary shares in the Company held by the Holder immediately prior to the listing of the Company on the ASX other than ordinary shares held by the Holder which are subject to ASX-imposed compulsory escrow  Note:  <sup>1</sup> As at the date of this agreement, the Holder holds 52,222 ordinary shares in the Company. Prior to listing of the Company on the ASX, the Company will subdivide its ordinary shares at a ratio of 15.1059917:1 and, as a result, the Holder will hold 788,865 ordinary shares.

Name of Company	Address of Company	
Uniti Wireless Limited ACN 158 957 889	<b>Address:</b> Level 1 44 Currie Street Adelaide SA 5000  <b>Attention:</b> Peter Wildy  <b>Facsimile No:</b> (08) 8180 1890  <b>Email:</b> <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a>	

Executed as an agreement

Executed by **Uniti Wireless Limited ACN 158 957 889** in accordance with section 127 of the Corporations Act 2001 (Cth):

  
 Director  
**SASHA BORANIKOV**

Name of Director  
 BLOCK LETTERS

Executed for and on behalf of BNP Paribas Nominees Pty Limited ABN 54 084 150 023 (formerly known as Cogent Nominees Pty Limited) as nominee for BNP Paribas Securities Services acting as custodian and agent for various custody clients, under power of attorney (no notice of revocation having been received) this 5 day of ~~June~~ **June** 2018

Attorney Name of \*Director/\*Company Secretary  
**Ann-Marie Carpenter**  
 please strike out as appropriate

Name (print)

Name (print)

Executed on behalf of **BNP Paribas Nominees Pty Limited ACN 084 150 023** as nominee for **BNP Paribas Securities Services** as custodian for **IOOF Investment Management Limited** as responsible entity for the **Multimix Wholesale Australian Shares Trust** by its duly authorised attorney (who by his/her execution warrants that his/her appointment has not been revoked) in the presence of:


Witness

Attorney

Name of Witness  
 BLOCK LETTERS

Name of Attorney  
 BLOCK LETTERS

Power of Attorney dated \_\_\_\_\_

For the Company  
 Uniti Wireless Limited  
  
 Secretary  
 Peter Wildy

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Entity)

and

The party listed in Schedule 1  
(Holder)

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**This agreement** is made on

2018

between           Uniti Wireless Limited ACN 158 957 889 of Level 1 44 Currie Street Adelaide SA  
5000 (**Company**)

and                The party listed in Schedule 1 (**Holder**)

## **Recitals**

- A     The Company intends to list on the official list of the ASX.
- B     The Company has issued certain shares to the Holder which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares.
- C     If more than one person is named in Schedule 1 as the Holder, then those persons hold the shares (which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares) jointly.
- D     The Company and the Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

**Now it is covenanted and agreed** as follows:

## **1 Definitions and interpretation**

---

### **1.1 Definitions**

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**Business Day** means:

- (a)     for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
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**CHES** means the Clearing House Electronic Subregister System.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a)     granting or exercising an option;
- (b)     using an asset as collateral;
- (c)     decreasing an economic interest; and
- (d)     disposing of part of an asset.

**Escrow Period** means the period commencing on the date the Company is admitted to the official list of the ASX and ending once the Company's audited financial results for the period commencing 1 July 2018 and ending 30 June 2019 have been released to the market.

**Escrowed Shares** means the number of fully paid ordinary shares in the Company as set out in Schedule 1.

**Holding Lock** means a facility that prevents the Escrowed Shares from being deducted from the Holder's holding, and/or entered into the holding of any other party (whether on CHESS or an issuer sponsored sub-register) pursuant to a transfer or conversion by the Holder.

**Notice** means a notice, consent, approval or other communication required to be in writing under this agreement.

**Offer Price** means the price per share for each new ordinary share in the Company to be issued in connection with the initial public offer of shares in the Company.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to:
  - (i) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
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  - (iv) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (v) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (vii) time is a reference to legal time in Sydney, New South Wales; and
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- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

## 2 Voluntary escrow

---

- 2.1 Subject to this agreement, the Holder must not do any of the following during the Escrow Period:
- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
  - (b) create, or agree or offer to create, any security interest in the Escrowed Shares; or
  - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Shares.

### 2.2 Holding Lock

- (a) The Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (b) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so.

## 3 Exceptions to escrow restrictions

---

### 3.1 Takeovers

- (a) If a takeover offer is made in accordance with the Act for all securities in the same class as the Escrowed Shares, the Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clauses 2.1 and 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

### 3.2 Scheme of arrangement

The Escrowed Shares may be Disposed of or cancelled as part of a merger by way of compromise or arrangement under Part 5.1 of the Act provided that the Escrowed Shares become subject to the provisions of this agreement, including the Holding Lock, if for any reason the merger by way of compromise or arrangement does not take effect.

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- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company.

### 3.4 Trusts

If the Holder enters into this agreement in its capacity as a trustee of a trust, the Holder, while acting in its capacity as trustee, may Dispose of the Escrowed Shares for the purpose of effecting the appointment of a new trustee or retiring an existing trustee provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares, including such details as the Company may require in order to be satisfied that the Disposal complies with clause 3.4(c) of this agreement;
- (b) the Holder procures that prior to any such Disposal occurring, the new trustee undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company; and
- (c) there is no change to the beneficial ownership of the Escrowed Shares in connection with the Disposal.

## 4 Consequences of breach

---

If the Holder breaches this agreement:

- (a) the Company is entitled to:
  - (i) take all steps necessary to enforce this agreement, or to rectify the breach;
  - (ii) refuse to acknowledge, deal with, accept or register any Disposal of any of the Escrowed Shares. This is in addition to the other rights and remedies of the Company; and
  - (iii) recover damages from the Holder to the extent the Company suffers any loss as a result of that breach; and
- (b) the Holder of the Escrowed Shares will cease to be entitled to any dividends, distributions or voting rights while the breach continues.

## 5 General

---

### 5.1 Notices

- (a) Any Notice given to a party under this agreement is only given if it is in writing and sent in one of the following ways:

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  - (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
- (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 5.2 Disclosure

The Holder consents to the Company disclosing the terms and conditions of this agreement in any prospectus the Company issues in relation to its initial public offer of shares in the Company.

## 5.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 5.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 5.5 Further acts

Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it.

## 5.6 Goods and services tax

- (a) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- (b) Where a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 5.6(a).
- (c) Terms are used in this clause 5.6 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 5.7 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 5.8 Trustee warranties

If the Holder enters into this agreement in its capacity as a trustee of a trust (**Trust**), the Holder represents and warrants to the Company that:

- (a) the Trust has been validly created and is in existence and is solely constituted by its trust deed (**Trust Deed**), a true and complete copy of which has been provided to the Company, and:
  - (i) the Trust Deed is not void, voidable or otherwise unenforceable;
  - (ii) a date has not been declared under the Trust Deed as the date on which the Trust will be vested or come to an end; and
  - (iii) no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the trustee of the Trust;
- (b) it has full and valid power and authority under its Trust Deed to enter into and perform its obligations under this agreement and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform its obligations under this agreement;
- (c) this agreement binds the Holder in its capacity as trustee and is a valid and binding agreement on the Holder, enforceable in accordance with its terms; and
- (d) the Holder:
  - (i) has been validly appointed as trustee of the Trust;
  - (ii) is, unless otherwise stated, the sole trustee of the Trust; and
  - (iii) is not aware of any action which has been taken to remove or replace the Holder as the trustee or terminate or vest the Trust.

**5.9 Severability**

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

**Schedule 1**  
**Details**

Name of Holder		Address of Holder	Escrowed Shares of Holder
Robert Mark Braun		<b>Address:</b> 85 Williams Road, Prahran, VIC, 3181 <b>Email:</b> <a href="mailto:robert.braun@ausenco.com">robert.braun@ausenco.com</a>	37,765 ordinary shares, being 100% of the ordinary shares in the Company held by the Holder immediately prior to the listing of the Company on the ASX other than ordinary shares held by the Holder which are subject to ASX-imposed compulsory escrow
Name of Company		Address of Company	
Uniti Wireless Limited ACN 158 957 889		<b>Address:</b> Level 1 44 Currie Street Adelaide SA 5000 <b>Attention:</b> Peter Wildy <b>Facsimile No:</b> (08) 8180 1890 <b>Email:</b> <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a>	

**Executed as an agreement**

Executed by Uniti Wireless Limited ACN 158  
957 889 in accordance with section 127 of the  
Corporations Act 2001 (Cth):

  
Director

SASHA BARANIK

Name of Director  
BLOCK LETTERS

Signed by  
Robert Mark Braun  
in the presence of:



Witness signature

ROD TAWSON

Name of witness  
BLOCK LETTERS

  
Director/Company Secretary

Peter Wily  
Name of "Director"/Company Secretary  
BLOCK LETTERS  
Please strike out as appropriate

  
Robert Mark Braun  
29.11.18

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Entity)

and

The party listed in Schedule 1  
(Holder)

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**This agreement** is made on

2018

between Uniti Wireless Limited ACN 158 957 889 of Level 1 44 Currie Street Adelaide SA 5000 (**Company**)

and The party listed in Schedule 1 (**Holder**)

## **Recitals**

- A The Company intends to list on the official list of the ASX.
- B The Company has issued certain shares to the Holder which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares.
- C If more than one person is named in Schedule 1 as the Holder, then those persons hold the shares (which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares) jointly.
- D The Company and the Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

**Now it is covenanted and agreed** as follows:

## **1 Definitions and interpretation**

---

### **1.1 Definitions**

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**Business Day** means:

- (a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b) for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**CHESS** means the Clearing House Electronic Subregister System.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a) granting or exercising an option;
- (b) using an asset as collateral;
- (c) decreasing an economic interest; and
- (d) disposing of part of an asset.

**Escrow Period** means the period commencing on the date the Company is admitted to the official list of the ASX and ending once the Company's audited financial results for the period commencing 1 July 2018 and ending 30 June 2019 have been released to the market.

**Escrowed Shares** means the number of fully paid ordinary shares in the Company as set out in Schedule 1.

**Holding Lock** means a facility that prevents the Escrowed Shares from being deducted from the Holder's holding, and/or entered into the holding of any other party (whether on CHESS or an issuer sponsored sub-register) pursuant to a transfer or conversion by the Holder.

**Notice** means a notice, consent, approval or other communication required to be in writing under this agreement.

**Offer Price** means the price per share for each new ordinary share in the Company to be issued in connection with the initial public offer of shares in the Company.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to:
  - (i) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
  - (ii) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (iii) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (v) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (vii) time is a reference to legal time in Sydney, New South Wales; and
  - (viii) a reference to a day or a month means a calendar day or calendar month;
- (b) unless expressly stated, no party enters into this agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation; and
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

## 2 Voluntary escrow

---

- 2.1 Subject to this agreement, the Holder must not do any of the following during the Escrow Period:
- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
  - (b) create, or agree or offer to create, any security interest in the Escrowed Shares; or
  - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Shares.

### 2.2 Holding Lock

- (a) The Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (b) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so.

## 3 Exceptions to escrow restrictions

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### 3.1 Takeovers

- (a) If a takeover offer is made in accordance with the Act for all securities in the same class as the Escrowed Shares, the Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clauses 2.1 and 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

### 3.2 Scheme of arrangement

The Escrowed Shares may be Disposed of or cancelled as part of a merger by way of compromise or arrangement under Part 5.1 of the Act provided that the Escrowed Shares become subject to the provisions of this agreement, including the Holding Lock, if for any reason the merger by way of compromise or arrangement does not take effect.

### 3.3 Transfer to Associate

The Holder may Dispose of any or all of the Escrowed Shares to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company.

### 3.4 Trusts

If the Holder enters into this agreement in its capacity as a trustee of a trust, the Holder, while acting in its capacity as trustee, may Dispose of the Escrowed Shares for the purpose of effecting the appointment of a new trustee or retiring an existing trustee provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares, including such details as the Company may require in order to be satisfied that the Disposal complies with clause 3.4(c) of this agreement;
- (b) the Holder procures that prior to any such Disposal occurring, the new trustee undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company; and
- (c) there is no change to the beneficial ownership of the Escrowed Shares in connection with the Disposal.

## 4 Consequences of breach

---

If the Holder breaches this agreement:

- (a) the Company is entitled to:
  - (i) take all steps necessary to enforce this agreement, or to rectify the breach;
  - (ii) refuse to acknowledge, deal with, accept or register any Disposal of any of the Escrowed Shares. This is in addition to the other rights and remedies of the Company; and
  - (iii) recover damages from the Holder to the extent the Company suffers any loss as a result of that breach; and
- (b) the Holder of the Escrowed Shares will cease to be entitled to any dividends, distributions or voting rights while the breach continues.

## 5 General

---

### 5.1 Notices

- (a) Any Notice given to a party under this agreement is only given if it is in writing and sent in one of the following ways:

- (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);
  - (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
- (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 5.2 Disclosure

The Holder consents to the Company disclosing the terms and conditions of this agreement in any prospectus the Company issues in relation to its initial public offer of shares in the Company.

## 5.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 5.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 5.5 Further acts

Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it.

## 5.6 Goods and services tax

- (a) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- (b) Where a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 5.6(a).
- (c) Terms are used in this clause 5.6 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 5.7 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 5.8 Trustee warranties

If the Holder enters into this agreement in its capacity as a trustee of a trust (**Trust**), the Holder represents and warrants to the Company that:

- (a) the Trust has been validly created and is in existence and is solely constituted by its trust deed (**Trust Deed**), a true and complete copy of which has been provided to the Company, and:
  - (i) the Trust Deed is not void, voidable or otherwise unenforceable;
  - (ii) a date has not been declared under the Trust Deed as the date on which the Trust will be vested or come to an end; and
  - (iii) no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the trustee of the Trust;
- (b) it has full and valid power and authority under its Trust Deed to enter into and perform its obligations under this agreement and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform its obligations under this agreement;
- (c) this agreement binds the Holder in its capacity as trustee and is a valid and binding agreement on the Holder, enforceable in accordance with its terms; and
- (d) the Holder:
  - (i) has been validly appointed as trustee of the Trust;
  - (ii) is, unless otherwise stated, the sole trustee of the Trust; and
  - (iii) is not aware of any action which has been taken to remove or replace the Holder as the trustee or terminate or vest the Trust.

## 5.9 Severability

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

Schedule 1  
Details

Name of Holder		Address of Holder	Escrowed Shares of Holder
Robert Mark Braun		<b>Address:</b> 85 Williams Road, Prahran, VIC, 3181 <b>Email:</b> <a href="mailto:robert.braun@ausenco.com">robert.braun@ausenco.com</a>	37,765 ordinary shares, being 100% of the ordinary shares in the Company held by the Holder immediately prior to the listing of the Company on the ASX other than ordinary shares held by the Holder which are subject to ASX-imposed compulsory escrow
Name of Company		Address of Company	
Uniti Wireless Limited ACN 158 957 889		<b>Address:</b> Level 1 44 Currie Street Adelaide SA 5000 <b>Attention:</b> Peter Wildy <b>Facsimile No:</b> (08) 8180 1890 <b>Email:</b> <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a>	

Executed as an agreement

Executed by Uniti Wireless Limited ACN 158 957 889 in accordance with section 127 of the Corporations Act 2001 (Cth):

  
Director

SASHA BARANIK

Name of Director  
BLOCK LETTERS

Signed by  
Robert Mark Braun  
in the presence of:

  
Witness signature

ROD THAWSON

Name of witness  
BLOCK LETTERS

  
Director/Company Secretary

Peter Wildy

Name of Director/Company Secretary  
BLOCK LETTERS  
Please strike out as appropriate

  
Robert Mark Braun

29.11.18

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
**(Entity)**

and

The party listed in Schedule 1  
**(Holder)**

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**This agreement** is made on

2018

between           Uniti Wireless Limited ACN 158 957 889 of Level 1 44 Currie Street Adelaide SA  
5000 (**Company**)

and                The party listed in Schedule 1 (**Holder**)

## Recitals

- A       The Company intends to list on the official list of the ASX.
- B       The Company intends, prior to listing, to issue certain shares to the Holder which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares.
- C       If more than one person is named in Schedule 1 as the Holder, then those persons hold the shares (which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares) jointly.
- D       The Company and the Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

**Now it is covenanted and agreed** as follows:

## 1 Definitions and interpretation

---

### 1.1 Definitions

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**Business Day** means:

- (a)     for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b)     for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**CHESS** means the Clearing House Electronic Subregister System.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a)     granting or exercising an option;
- (b)     using an asset as collateral;
- (c)     decreasing an economic interest; and
- (d)     disposing of part of an asset.

**Escrow Period** means the 12 month period commencing on the date the Company is admitted to the official list of the ASX.

**Escrowed Shares** means the number of fully paid ordinary shares in the Company as set out in Schedule 1.

**Holding Lock** means a facility that prevents the Escrowed Shares from being deducted from the Holder's holding, and/or entered into the holding of any other party (whether on CHESS or an issuer sponsored sub-register) pursuant to a transfer or conversion by the Holder.

**Notice** means a notice, consent, approval or other communication required to be in writing under this agreement.

**Offer Price** means the price per share for each new ordinary share in the Company to be issued in connection with the initial public offer of shares in the Company.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to:
  - (i) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
  - (ii) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (iii) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (v) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (vii) time is a reference to legal time in Sydney, New South Wales; and
  - (viii) a reference to a day or a month means a calendar day or calendar month;
- (b) unless expressly stated, no party enters into this agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation; and
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

## 2 Voluntary escrow

---

- 2.1 Subject to this agreement, the Holder must not do any of the following during the Escrow Period:
- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
  - (b) create, or agree or offer to create, any security interest in the Escrowed Shares; or
  - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Shares.

### 2.2 Holding Lock

- (a) The Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (b) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so.

## 3 Exceptions to escrow restrictions

---

### 3.1 Takeovers

- (a) If a takeover offer is made in accordance with the Act for all securities in the same class as the Escrowed Shares, the Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clauses 2.1 and 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

### 3.2 Scheme of arrangement

The Escrowed Shares may be Disposed of or cancelled as part of a merger by way of compromise or arrangement under Part 5.1 of the Act provided that the Escrowed Shares become subject to the provisions of this agreement, including the Holding Lock, if for any reason the merger by way of compromise or arrangement does not take effect.

### 3.3 Transfer to Associate

The Holder may Dispose of any or all of the Escrowed Shares to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company.

### 3.4 Trusts

If the Holder enters into this agreement in its capacity as a trustee of a trust, the Holder, while acting in its capacity as trustee, may Dispose of the Escrowed Shares for the purpose of effecting the appointment of a new trustee or retiring an existing trustee provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Shares, including such details as the Company may require in order to be satisfied that the Disposal complies with clause 3.4(c) of this agreement;
- (b) the Holder procures that prior to any such Disposal occurring, the new trustee undertakes to be bound by the provisions of this agreement by the execution of a deed of accession in a form acceptable to the Company; and
- (c) there is no change to the beneficial ownership of the Escrowed Shares in connection with the Disposal.

## 4 Consequences of breach

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If the Holder breaches this agreement:

- (a) the Company is entitled to:
  - (i) take all steps necessary to enforce this agreement, or to rectify the breach;
  - (ii) refuse to acknowledge, deal with, accept or register any Disposal of any of the Escrowed Shares. This is in addition to the other rights and remedies of the Company; and
  - (iii) recover damages from the Holder to the extent the Company suffers any loss as a result of that breach; and
- (b) the Holder of the Escrowed Shares will cease to be entitled to any dividends, distributions or voting rights while the breach continues.

## 5 General

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### 5.1 Notices

- (a) Any Notice given to a party under this agreement is only given if it is in writing and sent in one of the following ways:

- (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);
  - (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
  - (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 5.2 Disclosure

The Holder consents to the Company disclosing the terms and conditions of this agreement in any prospectus the Company issues in relation to its initial public offer of shares in the Company.

## 5.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 5.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 5.5 Further acts

Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it.

## 5.6 Goods and services tax

- (a) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- (b) Where a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 5.6(a).
- (c) Terms are used in this clause 5.6 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 5.7 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 5.8 Trustee warranties

If the Holder enters into this agreement in its capacity as a trustee of a trust (**Trust**), the Holder represents and warrants to the Company that:

- (a) the Trust has been validly created and is in existence and is solely constituted by its trust deed (**Trust Deed**), a true and complete copy of which has been provided to the Company, and:
  - (i) the Trust Deed is not void, voidable or otherwise unenforceable;
  - (ii) a date has not been declared under the Trust Deed as the date on which the Trust will be vested or come to an end; and
  - (iii) no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the trustee of the Trust;
- (b) it has full and valid power and authority under its Trust Deed to enter into and perform its obligations under this agreement and all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform its obligations under this agreement;
- (c) this agreement binds the Holder in its capacity as trustee and is a valid and binding agreement on the Holder, enforceable in accordance with its terms; and
- (d) the Holder:
  - (i) has been validly appointed as trustee of the Trust;
  - (ii) is, unless otherwise stated, the sole trustee of the Trust; and
  - (iii) is not aware of any action which has been taken to remove or replace the Holder as the trustee or terminate or vest the Trust.

## 5.9 Severability

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

## Schedule 1

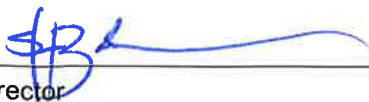
## Details

Name of Holder	Address of Holder	Escrowed Shares of Holder
Luab Pty Ltd ACN 111 105 901	<b>Address:</b> 21 Chesterfield Parade, Bronte NSW 2024  <b>Attention:</b> Michael Simmons  <b>Email:</b> <a href="mailto:micksimm101@gmail.com">micksimm101@gmail.com</a>	[3,542,012 / 4,262,012] ordinary shares, being 100% of the ordinary shares in the Company held by the Holder immediately prior to the listing of the Company on the ASX other than ordinary shares held by the Holder which are subject to ASX-imposed compulsory escrow

Name of Company	Address of Company	
Uniti Wireless Limited ACN 158 957 889	<b>Address:</b> Level 1 44 Currie Street Adelaide SA 5000  <b>Attention:</b> Peter Wildy  <b>Facsimile No:</b> (08) 8180 1890  <b>Email:</b> <a href="mailto:peter.wildy@unitiwireless.com">peter.wildy@unitiwireless.com</a>	

**Executed** as an agreement

**Executed by Uniti Wireless Limited ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director

SASHA BARONIKAR  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

Peter Wildy  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed by Luab Pty Ltd ACN 111 105 901** in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Sole Director and Company Secretary

MICHAEL SIMMONS  
\_\_\_\_\_  
Name of Sole Director and Company Secretary  
BLOCK LETTERS

---

# THOMSON GEER

LAWYERS

Level 25, 1 O'Connell Street  
Sydney NSW 2000 Australia

T +61 2 8248 5800 | F +61 2 8248 5899

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Entity)

and

The party listed in Schedule 1  
(Holder)

**This agreement** is made on

2018

between           Uniti Wireless Limited ACN 158 957 889 of Level 1 44 Currie Street Adelaide SA  
5000 (**Company**)

and                The party listed in Schedule 1 (**Holder**)

## **Recitals**

- A       The Company intends to list on the official list of the ASX.
- B       The Company has issued certain shares to the Holder which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares.
- C       If more than one person is named in Schedule 1 as the Holder, then those persons hold the shares (which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares) jointly.
- D       The Company and the Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

**Now it is covenanted and agreed** as follows:

## **1 Definitions and interpretation**

---

### **1.1 Definitions**

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**Business Day** means:

- (a)     for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b)     for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**CHESS** means the Clearing House Electronic Subregister System.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a)     granting or exercising an option;
- (b)     using an asset as collateral;
- (c)     decreasing an economic interest; and
- (d)     disposing of part of an asset.

## 2 Voluntary escrow

---

2.1 Subject to this agreement, the Holder must not do any of the following during the Escrow Period:

- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
- (b) create, or agree or offer to create, any security interest in the Escrowed Shares; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Shares.

### 2.2 Holding Lock

- (a) The Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (b) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so.

## 3 Exceptions to escrow restrictions

---

### 3.1 Takeovers

- (a) If a takeover offer is made in accordance with the Act for all securities in the same class as the Escrowed Shares, the Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clauses 2.1 and 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

- (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);
  - (ii) sent by electronic mail to the email address (if any); or
  - (iii) faxed to that party at its fax number and marked for the attention of the relevant department or officer (if any).
- (b) If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any Notice is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any Notice is to be treated as given at the following time:
  - (i) if it is hand delivered, when delivered to the recipient;
  - (ii) if it is sent by post, 3 (or, in the case of a notice or communication posted to another country, 10) Business Days after it is posted;
  - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free fax transmission to the correct fax number; and
  - (iv) if it is sent by electronic mail, as soon as the sender receives from the sender's computer a report of an error free email transmission to the correct email address.
- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## 5.2 Disclosure

The Holder consents to the Company disclosing the terms and conditions of this agreement in any prospectus the Company issues in relation to its initial public offer of shares in the Company.

## 5.3 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

## 5.4 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## 5.5 Further acts

Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it.

**5.9 Severability**

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

**Executed** as an agreement

**Executed by Uniti Wireless Limited ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):



Director

JOHN WINDSAY

Name of Director  
BLOCK LETTERS



\*Director/\*Company Secretary

Peter Wildy

Name of \*Director/\*Company Secretary  
BLOCK LETTERS

\*please strike out as appropriate

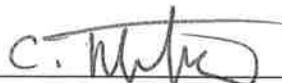
**Executed by Chash Nominees Pty Ltd ACN 165 896 462 as trustee for The Phoenix Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth):



Director

SASHA BARANIKOV

Name of Director  
BLOCK LETTERS



\*Director/\*Company Secretary

CHE METCALFE

Name of \*Director/\*Company Secretary  
BLOCK LETTERS

\*please strike out as appropriate

---

# THOMSON GEER

LAWYERS

Level 25, 1 O'Connell Street  
Sydney NSW 2000 Australia

T +61 2 8248 5800 | F +61 2 8248 5899

## Voluntary Escrow Agreement

between

**Uniti Wireless Limited**  
ACN 158 957 889  
(Entity)

and

The party listed in Schedule 1  
(Holder)

**This agreement** is made on

2018

between           Uniti Wireless Limited ACN 158 957 889 of Level 1 44 Currie Street Adelaide SA  
5000 (**Company**)

and                The party listed in Schedule 1 (**Holder**)

## **Recitals**

- A     The Company intends to list on the official list of the ASX.
- B     The Company has issued certain shares to the Holder which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares.
- C     If more than one person is named in Schedule 1 as the Holder, then those persons hold the shares (which upon the listing of the Company on the ASX as referred to in Recital A will be the Escrowed Shares) jointly.
- D     The Company and the Holder have agreed to escrow the Escrowed Shares during the Escrow Period on the terms set out in this agreement.

**Now it is covenanted and agreed** as follows:

## **1 Definitions and interpretation**

---

### **1.1 Definitions**

In this agreement:

**Act** means the *Corporations Act 2001* (Cth).

**Associate** has the meaning given to that term in the Act.

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

**Business Day** means:

- (a)     for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b)     for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

**CHESS** means the Clearing House Electronic Subregister System.

**Dispose** means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a)     granting or exercising an option;
- (b)     using an asset as collateral;
- (c)     decreasing an economic interest; and
- (d)     disposing of part of an asset.

## 2 Voluntary escrow

---

2.1 Subject to this agreement, the Holder must not do any of the following during the Escrow Period:

- (a) Dispose of, or agree or offer to Dispose of, the Escrowed Shares;
- (b) create, or agree or offer to create, any security interest in the Escrowed Shares; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Shares.

### 2.2 Holding Lock

- (a) The Holder consents to:
  - (i) the Company entering the Escrowed Shares on an issuer sponsored sub-register; and
  - (ii) the application of a Holding Lock on the Escrowed Shares during the Escrow Period.
- (b) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Shares during the Escrow Period.

### 2.3 No restrictions on voting and distributions and if required by law

For the avoidance of doubt, nothing in this agreement prohibits, restricts or otherwise limits the entitlement of the Holder as an ordinary shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Shares;
- (b) receive dividends or other distributions in respect of the Escrowed Shares *pari passu* with all other holders of fully paid ordinary shares in the capital of the Company; or
- (c) deal with any or all of the Escrowed Shares if required by law to do so.

## 3 Exceptions to escrow restrictions

---

### 3.1 Takeovers

- (a) If a takeover offer is made in accordance with the Act for all securities in the same class as the Escrowed Shares, the Holder may accept that offer for all or part of the Escrowed Shares or execute an irrevocable undertaking to do so, provided that:
  - (i) the offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to escrow;
  - (ii) (if the Takeover Offer is a conditional off-market bid) the bidder making the Takeover Offer agrees in writing that the restrictions and the Holding Lock referred to in clauses 2.1 and 2.2 will apply to each Escrowed Share not purchased by the bidder under the takeover offer or post-takeover compulsory acquisition under the Act; and
  - (iii) if for any reason the takeover offer does not become unconditional, the Escrowed Shares must be returned to escrow on the terms of this agreement, including the Holding Lock.
- (b) Each party acknowledges and agrees that it has not entered into this agreement to construct a defence against a takeover bid.

- (i) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any);
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- (d) However, if any Notice is given on a day that is not a Business Day or after 5pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

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A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other party.

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## 5.9 Severability

If a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement unless severing the provision materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

**Executed** as an agreement

**Executed by Uniti Wireless Limited ACN 158 957 889** in accordance with section 127 of the *Corporations Act 2001* (Cth):



Director

JOHN LINDSAY

Name of Director  
BLOCK LETTERS



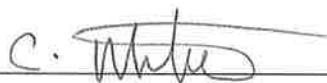
~~\*Director~~/\*Company Secretary

Peter Wildy

Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS

\*please strike out as appropriate

**Executed by Chash Nominees Pty Ltd ACN 165 896 462 as trustee for The Taliesen Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth):



Director

CHE METCALFE

Name of Director  
BLOCK LETTERS



~~\*Director~~/\*Company Secretary

ASHA BARANIKOV

Name of ~~\*Director~~/\*Company Secretary  
BLOCK LETTERS

\*please strike out as appropriate