

19 September 2019

To Market Announcements Office
ASX Limited
Exchange Centre
20 Bridge Street
Sydney NSW 2000

Dear Sir / Madam

Paul Ramsay Holdings Pty Limited – Notice of change of interests of substantial holder of Ramsay Health Care Limited

We act for Paul Ramsay Holdings Pty Limited (“PRH”).

The change of interests in Ramsay Health Care Limited (ASX: RHC) (“RHC”) has resulted from a block trade sale of 22 million ordinary shares of RHC, which settled on 19 September 2019 in accordance with a Block Trade Agreement, dated 16 September 2019, between PRH, J.P. Morgan Securities Australia Limited and UBS AG, Australia Branch (“Block Trade Agreement”).

The sale followed a strategic decision by the PRH Board to diversify its assets and ultimately provide its majority shareholder, Paul Ramsay Foundation Limited, with the means to better achieve its charitable purposes.

Attached to this letter are:

- a Form 604 Notice of change of interests of substantial holder from PRH in relation to shares in RHC; and
- the Block Trade Agreement.

Yours sincerely



David Friedlander | Partner, Head of Public M&A

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Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Ramsay Health Care Limited ("RHC")

ACN/ARSN 001 288 768

1. Details of substantial holder (1)

Name Paul Ramsay Holdings Pty Limited ("PRH")

ACN/ARSN (if applicable) 008 446 151

There was a change in the interests of the substantial holder on

19 / 09 / 2019

The previous notice was given to the company on

N/A

The previous notice was dated

N/A

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	64,999,269	32.16%	42,999,269	21.3%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
19/09/2019	PRH	Change in relevant interest resulting from a sale of ordinary shares in RHC pursuant to a block trade agreement between PRH, J.P. Morgan Securities Australia Limited and UBS AG, Australia Branch dated 16 September 2019 (attached as 'Annexure A')	\$61.80 per share	22,000,000 ordinary shares	10.9%
19/09/2019	Paul Ramsay Foundation Limited	Change in relevant interest by virtue of being an associate of PRH under sections 12(2)(a) and 608(3) of the Corporations Act 2001 (Cth)	\$61.80 per share	22,000,000 ordinary shares	10.9%

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
PRH	PRH	PRH	608(1)(a) of the <i>Corporations Act 2001</i> (Cth): relevant interest as holder of the ordinary shares	42,999,269 ordinary shares	42,999,269
Paul Ramsay Foundation Limited (ACN 623 132 472) ("PRF")	PRH	PRH	PRF is an associate of PRH by virtue of sections 12(2)(a) and 608(3) of the <i>Corporations Act 2001</i> (Cth) and is deemed to be holder of a relevant interest in RHC as a result of its association with PRH	42,999,269 ordinary shares	42,999,269

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
PRF	PRF is an associate of PRH by virtue of sections 12(2)(a) and 608(3) of the Corporations Act 2001 (Cth)

6. Addresses

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

Name	Address
PRH	Level 9, 154 Pacific Highway, St Leonards NSW 2065
PRF	Level 9, 154 Pacific Highway, St Leonards NSW 2065

Signature

print name NATALIE YATES capacity COMPANY SECRETARY

sign here  date 19/9/2019

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A

This is Annexure A of 34 pages (including this page), being the agreement referred to in the accompanying Form 604 – Notice of change of interests of substantial holder

Signature

print name	<u>NATALIE YATES</u>	Capacity	<u>COMPANY SECRETARY</u>
sign here	<u></u>	date	<u>19 / 09 / 2019</u>

Block Trade Agreement

Paul Ramsay Holdings Pty Limited (ACN 008 446 151) ("**Holdings**")

J.P. Morgan Securities Australia Limited (ABN 61 003 245 234) ("**J.P. Morgan**")

UBS AG, Australia Branch (ABN 47 088 129 613) ("**UBS**")

King & Wood Mallesons

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1 Farrer Place
Sydney NSW 2000
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Ref: DLF:ACB:HS

Block Trade Agreement

Contents

1	Definitions	3
1.1	Definitions	3
1.2	Interpretation	4
2	Appointment	5
3	Conduct of Sale	5
3.1	Sale	5
3.2	Bookbuild and allocations	5
3.3	Purchasers	5
3.4	Regulatory restrictions	6
3.5	U.S. Securities Act	6
3.6	Joint activities to implement the Sale	6
3.7	Account Opening	7
4	Settlement	7
4.1	Effecting of Sale and settlement	7
4.2	Payment of aggregate price	7
5	Fees	7
6	Representations and Warranties	7
6.1	Representations and warranties by Holdings	7
6.2	Representations and warranties of Joint Lead Managers	10
6.3	Reliance	11
6.4	Notification	11
7	Undertakings	11
8	Announcements	12
9	Indemnities	12
9.1	Indemnity	12
9.2	Limited indemnity	12
9.3	Holdings release	13
9.4	Mutual release	13
9.5	Notice of potential action	13
9.6	Settlement of action	13
9.7	Contractual contribution	13
9.8	Proportional contribution	14
9.9	No excess contribution	14
9.10	Reimbursement by Holdings	14
9.11	Reimbursement by Indemnified Party	14
9.12	Benefits of indemnity	14

10	Confidentiality	14
11	Events of Termination	15
11.1	Right of termination	15
11.2	Materiality	15
11.3	Effect of termination	16
12	Goods and services tax (GST)	17
12.1	Consideration GST exclusive	17
12.2	Payment of GST	17
12.3	Reimbursements	18
12.4	Calculation of payments	18
12.5	Interpretation	18
13	Conflict and no fiduciary relationship	18
14	Miscellaneous	19
14.1	Entire agreement	19
14.2	Governing law	19
14.3	Severability	19
14.4	Waiver and variation	19
14.5	No merger	19
14.6	No assignment	20
14.7	Notices	20
14.8	Recognition of the U.S. Special Resolution Regime	20
14.9	Counterparts	21

Block Trade Agreement

Details

Parties	Holdings and the Joint Lead Managers	
Holdings	Name	Paul Ramsay Holdings Pty Limited
	ACN	008 446 151
	Address	Level 9, 154 Pacific Highway, St Leonards NSW 2065
	Telephone	(02) 9433 1471
	Email	natalie@paulramsayfoundation.org.au
	Attention	Natalie Yates
J.P. Morgan	Name	J.P. Morgan Securities Australia Limited
	ABN	61 003 245 234
	Address	Level 18, 85 Castlereagh Street, Sydney NSW 2000
	Email	jabe.jerram@jpmorgan.com
	Attention	Jabe Jerram
UBS	Name	UBS AG, Australia Branch
	ABN	47 088 129 613
	Address	Level 16, Chifley Tower, 2 Chifley Square, Sydney NSW 2000
	Email	robert.vanderzeil@ubs.com
	Attention	Robert Vanderzeil
Recitals	A	Holdings wishes to dispose 22,000,000 fully paid ordinary shares (" Sale Shares ") in the Company (" Sale ") and has engaged Adara as financial adviser to assist in the Sale.
	B	Each Joint Lead Manager agrees to procure purchasers for the Sale Shares and underwrite its Respective Proportion of the Sale of the Sale Shares under the terms of this agreement.
Governing law	New South Wales	

**Date of
agreement**

See Signing page

Block Trade Agreement

General terms

1 Definitions

1.1 Definitions

The following words have these meanings in this agreement unless the contrary intention appears.

Adara means Adara Partners (Australia) Pty Ltd (ABN 41 601 898 006).

Affiliate has the meaning given to that term in Rule 501(b) under the U.S. Securities Act and means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of securities by contract or agency or otherwise and the term "person" is deemed to include a partnership.

ASIC means the Australian Securities & Investments Commission.

ASX means the Australian Securities Exchange.

Business Day means a day on which:

- (a) ASX is open for trading in securities; and
- (b) banks are open for general banking business in Sydney, Australia.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Company means Ramsay Health Care Limited (ACN 001 288 768).

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

Costs means any costs, charges or expenses.

Eligible U.S. Fund Managers means dealers or other professional fiduciaries organised or incorporated in the United States that are acting for a discretionary or similar account (other than an estate or trust) held for the benefit or account of persons that are not U.S. Persons, for which they have and are exercising investment discretion, within the meaning of Rule 902(k)(2)(i) of Regulation S.

FY19 Final Dividend means the 91.5 cents final dividend for the financial year ended 30 June 2019, which was announced by the Company on 29 August 2019.

Indemnified Parties means the Joint Lead Managers, their Affiliates, directors, officers, employees, agents and Related Bodies Corporate.

Joint Lead Managers means UBS and J.P. Morgan.

Launch Announcement means one or more announcements made to ASX under which:

- (a) **(Foundation intention)** Holdings' parent entity publicly states that:
 - (i) it has no intention to authorise or dispose of any ordinary securities in the Company directly or indirectly beyond the Sale Shares in the medium to long term in the absence of extraordinary or unforeseeable circumstances; and
 - (ii) confirms that it does not possess any information that is not generally available and that a reasonable person would expect to have a material effect on the price or value of the Company's ordinary securities; and
- (b) **(Holdings confirmation)** Holdings provides similar confirmations as the confirmations given by Foundation set out in paragraph (a).

Losses means all Claims, demands, damages, losses, Costs and liabilities other than any indirect or consequential losses or damages.

QIB means "qualified institutional buyers" as defined in Rule 144A under the U.S. Securities Act.

Regulation S means Regulation S under the U.S. Securities Act.

Respective Proportions means, for each Joint Lead Manager, 50%.

Sale has the meaning given to the term in Recital A.

Sale Price means the price agreed between the parties following the Bookbuild.

Sale Shares has the meaning given to the term in Recital A.

Settlement Date has the meaning given to the term in the Timetable.

Shortfall Shares means the aggregate Sale Shares not sold under clause 3.1.

Timetable means the timetable set out in Schedule 1 of this agreement, which may be amended by mutual agreement between the parties.

Trade Date has the meaning given to the term in the Timetable.

U.S. Exchange Act means the U.S. Securities Exchange Act of 1934, as amended.

U.S. Person has the meaning given to that term in Rule 902(k) under the U.S. Securities Act.

U.S. Securities Act means the U.S. Securities Act of 1933, as amended.

1.2 Interpretation

In this agreement:

- (a) headings and sub-headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

- (c) a reference to “dollars” and “\$” is to Australian currency;
- (d) a reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts;
- (e) all references to time are to Sydney, New South Wales, Australia time;
- (f) the singular includes the plural and vice versa;
- (g) the word “person” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated body, an association and a government agency; and
- (h) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually.

2 Appointment

Holdings agrees to appoint the Joint Lead Managers, and each Joint Lead Managers accepts the appointment, to:

- (a) conduct and manage the Sale of the Sale Shares; and
- (b) underwrite the Sale of its Respective Proportion of the Sale Shares at the Sale Price,

in accordance with the terms and conditions of this agreement.

3 Conduct of Sale

3.1 Sale

The Joint Lead Managers will procure purchasers for the Sale Shares. The activities of the Joint Lead Managers under this agreement are undertaken jointly and are for the purpose of and are reasonably necessary to implement the Sale.

3.2 Bookbuild and allocations

- (a) Holdings appoints the Joint Lead Managers as its agent, to conduct and manage a bookbuild in accordance with the timetable in Schedule 1 (or such other time as the parties may agree).
- (b) Allocations of the Sale Shares to purchasers must be made jointly by the Joint Lead Manager and Holdings (as advised by Adara), provided that Holdings may not refuse an allocation if it would result in any Shortfall Shares.

3.3 Purchasers

- (a) The Joint Lead Managers will conduct the Sale by way of an offer only to persons:
 - (i) if in Australia, who do not need disclosure under Part 6D.2 of the Corporations Act;
 - (ii) if outside Australia, to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery,

lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any requirement with which Holdings, in its sole and absolute discretion, is willing to comply); and

- (iii) if in the United States, in accordance with the provisions of clause 3.5.
- (b) Any investor that purchases Sale Shares will be notified in the Bloomberg for the Sale that they will make deemed representations and warranties regarding:
 - (i) its status as an investor meeting the requirements of this clause 3.3; and
 - (ii) its compliance with all relevant laws and regulations (including the takeover and insider trading provisions of the Corporations Act and the *Foreign Acquisitions and Takeovers Act 1974* (Cwlth)).
- (c) Purchasers may include the Joint Lead Managers' Related Bodies Corporate and Affiliates.

3.4 Regulatory restrictions

In the unlikely event that the purchase of any Shortfall Shares by a Joint Lead Manager is limited by law, regulation, constitutional or contractual provisions, Holdings will, at the request of that Joint Lead Manager, hold back the transfer of the relevant Shortfall Shares pending further notice. Despite doing so, the relevant Joint Lead Manager must pay the Sale Price in full for each of those Shortfall Shares at the time contemplated under clause 4.

3.5 U.S. Securities Act

The Sale Shares shall only be offered and sold:

- (a) to persons that are not in the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S; and
- (b) to persons in the United States (i) whom the Joint Lead Managers reasonably believe to be QIBs, in transactions exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 144A thereunder, or (ii) that are Eligible U.S. Fund Managers, in reliance on Regulation S.

3.6 Joint activities to implement the Sale

Holdings and the Joint Lead Managers have agreed to come together to implement the Sale. In order to give effect to their intention, they have severally agreed to obligations on the terms of this agreement. In particular, without limiting the above, Holdings and the Joint Lead Managers acknowledge that their activities under this agreement are undertaken jointly and are for the purpose of and are reasonably necessary to implement the Sale (including the Sale pricing, structure, marketing, the Bookbuild process, the allocation process and the restrictions on offers or solicitation of Sale Shares to persons and to places outside of the Sale jurisdictions).

3.7 Account Opening

On the date of this agreement, the Joint Lead Managers or one of their Affiliates will (where relevant) open an account in the name of Holdings in accordance with their usual practices and do all such things as necessary to enable them to act as brokers to sell the Sale Share at the Sale Price, in accordance with this agreement.

4 Settlement

4.1 Effecting of Sale and settlement

Holdings agrees to instruct its custodian to deliver the Sale Shares held by its custodian on its behalf to the Joint Lead Managers or as the Joint Lead Managers direct. The Joint Lead Managers must procure that the Sale is effected on the Trade Date, by way of a special crossing (in accordance with the ASX Operating Rules) at the Sale Price, with settlement to follow on the Settlement Date.

4.2 Payment of aggregate price

Subject to clause 11, by no later than 2.00 pm on the Settlement Date, each Joint Lead Manager must arrange for the payment to Holdings, or as Holdings directs, of an amount equal to its Respective Proportion of the Sale Price multiplied by the aggregate number of Sale Shares less any fees payable under clause 5 of this agreement by transfer to Holdings' account for value (in cleared funds).

5 Fees

In consideration for performing their obligations under this agreement the Joint Lead Managers are entitled to the fees agreed between the parties.

6 Representations and Warranties

6.1 Representations and warranties by Holdings

As at the date of this agreement and on the Settlement Date, Holdings represents and warrants to the Joint Lead Managers that:

- (a) **(body corporate)** Holdings is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity)** Holdings has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** Holdings has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates;
- (d) **(agreement effective)** this agreement constitutes Holdings' legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (e) **(ownership, encumbrances)** Holdings will transfer the full legal and beneficial ownership of the Sale Shares free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights,

subject to registration of the transferee(s) in the register of shareholders of the Company;

- (f) **(Sale Shares)** following sale by Holdings, the Sale Shares will rank equally in all respects with all other outstanding ordinary shares of the Company, including their entitlement to dividends apart from the FY19 Final Dividend, and may be offered for sale without disclosure to investors under Part 6D.2 of the Corporations Act;
- (g) **(power to sell)** Holdings has the corporate authority and power to sell the Sale Shares under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Shares;
- (h) **(no inside information)** Holdings does not possess any information that is not generally available and that a reasonable person would expect to have a material effect on the price or value of the Company's ordinary securities (other than knowledge that it proposes to enter into one or more transactions or agreements in relation to the Sale Shares pursuant to this agreement) and the sale of the Sale Shares will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act;
- (i) **(breach of law)** it will perform its obligations under this agreement so as to comply in all material respects with the Corporations Act and the *Foreign Acquisitions and Takeovers Act 1975* (Cwlth);
- (j) **(wholesale client)** it is a "wholesale client" (as the term is defined in section 761G of the Corporations Act);
- (k) **(no general solicitation or general advertising)** none of it, any of its Affiliates that it controls or any person acting on behalf of any of them (other than the Joint Lead Managers and their Affiliates and any person acting on behalf of any of them, as to whom Holdings makes no representation) has offered or sold, or will offer or sell, any of the Sale Shares in the United States using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act or in any manner involving a public offering of the Sale Shares in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (l) **(no directed selling efforts)** with respect to those Sale Shares sold in reliance on Regulation S, none of it, any of its Affiliates that it controls or any person acting on behalf of any of them (other than the Joint Lead Managers and their Affiliates and any person acting on behalf of any of them, as to whom Holdings makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act);
- (m) **("foreign private issuer" and no "substantial U.S. market interest")** to the best of its knowledge, the Company is a "foreign private issuer" as defined in Rule 405 under the U.S. Securities Act and there is no "substantial U.S. market interest" (as defined in Rule 902(j) under the U.S. Securities Act) in the Sale Shares or any security of the same class or series as the Sale Shares;
- (n) **(no stabilisation or manipulation)** neither it nor any of its Affiliates that it controls has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Shares in violation of any applicable law;

- (o) **(no integrated offers)** none of it, any of its Affiliates that it controls or any person acting on behalf of any of them (other than the Joint Lead Managers or its Affiliates or any person acting on behalf of any of them, as to whom no representation or warranty is made), has solicited any offer to buy, offered to sell or sold, and none of them will solicit any offer to buy, offer to sell or sell in the United States any security which could be integrated with the sale of the Sale Shares in a manner that would require the offer and sale of the Sale Shares to be registered under the U.S. Securities Act;
- (p) **(no registration)** subject to compliance by the Joint Lead Managers with their respective obligations under clauses 6.2(j), (k), (l) and (m) of this agreement, it is not necessary to register the offer, sale and delivery of the Sale Shares, or the initial offer, resale and delivery of the Sale Shares by the Joint Lead Managers, in each case in the manner contemplated by this agreement under the U.S. Securities Act, it being understood that it makes no representation or warranty about any subsequent resale of the Sale Shares;
- (q) **(Rule 144A eligibility)** to the best of its knowledge, the Sale Shares are eligible for resale pursuant to Rule 144A under the U.S. Securities Act and are not of the same class as securities listed on a national securities exchange registered under Section 6 of the U.S. Exchange Act or quoted in a U.S. automated interdealer quotation system;
- (r) **(Rule 12g3-2(b) status)** to the best of its knowledge, the Company is exempt from reporting under Section 13 or 15(d) of the Exchange Act pursuant to Rule 12g3-2(b) thereunder;
- (s) **(OFAC)** neither Holdings nor to the best of its knowledge, after due enquiry any director, officer, agent, employee or Affiliate or other person acting on behalf of Holdings is currently subject to any sanctions administered or enforced by the Office of Foreign Assets Control of the US Department of the Treasury, the United Nations Security Council, Her Majesty's Treasury, the European Union or any of its Member States, or other relevant sanctions authority ("**Sanctions**"), or located, organised or resident in a country or territory that is the subject of Sanctions; and Holdings will not directly or indirectly use the proceeds of the Sale, or lend, contribute or otherwise make available these proceeds to any subsidiary, joint venture partner or other person or entity, to fund or facilitate any activities of any person or entity or in any country or territory that is subject to any Sanctions, or in any other manner that will result in a violation of Sanctions by any person participating in the Sale (whether as a Lead Manager, placing agent, investor, adviser or otherwise);
- (t) **(anti-money laundering)** the operations of Holdings are and have been conducted at all times in compliance with all financial record keeping and reporting requirements imposed by law or regulation and in compliance with the money laundering and proceeds of crime statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency (collectively, the Money Laundering Laws) to the extent that they apply to Holdings and no action, suit or proceeding by or before any court or government agency, authority or body or any arbitrator involving Holdings or any of its Affiliates with respect to the Money Laundering Laws is pending or threatened; and
- (u) **(no bribery)** neither Holdings or, to the best of its knowledge after due enquiry any director, officer, employee, Affiliate or other person acting on behalf of Holdings has (i) used any corporate funds for any unlawful

contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, or (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, in each case, in violation of any Applicable Law, including, but not limited to the United States Foreign Corrupt Practices Act of 1977 if it is applicable.

6.2 Representations and warranties of Joint Lead Managers

As at the date of this agreement, on the Settlement Date, each Joint Lead Manager represents and warrants to Holdings that:

- (a) **(body corporate)** it is duly incorporated under the laws of its place of incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates;
- (d) **(agreement effective)** this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (e) **(licenses)** it holds all licenses, permits and authorities necessary and has complied with the terms and conditions of the same in all material respects, in each case for it to fulfil its obligations under this agreement;
- (f) **(soundings)** it has not and will not communicate the possible Sale to any potential investor or Bookbuild participant prior to entry into this agreement other than as specifically pre-notified to Holdings and as agreed with Holdings;
- (g) **(status)** it is a QIB or is not in the United States;
- (h) **(no registration)** it acknowledges that the Sale Shares have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;
- (i) **(no stabilisation or manipulation)** none of it or any of its Affiliates have taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Shares in violation of any applicable law;
- (j) **(no general solicitation or general advertising)** none of it, its Affiliates or any person acting on behalf of any of them has solicited offers for or offered to sell, and none of them will solicit offers for, or offer or sell, the Sale Shares in the United States using any form of “general solicitation” or “general advertising” within the meaning of Rule 502(c) under the U.S. Securities Act or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act;

- (k) **(broker-dealer requirements)** all offers and sales of the Sale Shares in the United States by it and any of its Affiliates will be effected through its registered U.S. broker-dealer affiliate;
- (l) **(U.S. selling restrictions)** it, its Affiliates and any person acting on behalf of any of them has offered and sold the Sale Shares, and will offer and sell the Sale Shares:
 - (i) in the United States, only to (A) persons whom it reasonably believes are QIBs in transactions exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 144A under the U.S. Securities Act, or (B) Eligible U.S. Fund Managers in reliance on Regulation S and has sold, and in each case will only sell the Sale Securities to these persons that have executed an investor representation letter; and
 - (ii) to persons that are not in the United States in “offshore transactions” (as defined in Rule 902(h) under the U.S. Securities Act) in accordance with Regulation S; and
- (m) **(no directed selling efforts)** with respect to those Sale Shares sold in reliance on Regulation S, none of it, its Affiliates or any person acting on behalf of any of them has engaged or will engage in any “directed selling efforts” (as that term is defined in Rule 902(c) under the U.S. Securities Act).

6.3 Reliance

Each party giving a representation and warranty acknowledges that the other party has relied on the above representations and warranties in entering into this agreement and will continue to rely on them in performing its obligations under this agreement. The representations and warranties continue in full force and effect notwithstanding completion of this agreement.

6.4 Notification

Each party agrees that it will tell the other party as soon as it becomes aware of any of the following occurring prior to the completion of the Sale of the Sale Shares:

- (a) any material change affecting any of the representations and warranties; or
- (b) any of the representations or warranties becoming materially untrue or incorrect.

7 Undertakings

Holdings undertakes to the Joint Lead Managers:

- (a) prior to settlement on the Settlement Date, not to breach:
 - (i) the Corporations Act and any other applicable laws;
 - (ii) its constitution;
 - (iii) the ASX Listing Rules;
 - (iv) any legally binding requirement of ASIC or the ASX; and

- (b) before 8.30 am on the Business Day following the date of this agreement, to procure that the Launch Announcement is made to ASX by or on behalf of the respective entities;
- (c) not to withdraw the Sale following allocation of the Sale Shares to transferee(s); and
- (d) it will procure that Sidley Austin, U.S. counsel to Holdings, provides the Joint Lead Managers with an opinion on the Settlement Date and dated as of that date and expressed to be for their benefit, such opinion to be substantially in the form of the draft provided to the Joint Lead Managers prior to the execution of this agreement, to the effect that no registration of the Sale Shares is required under the U.S. Securities Act for the initial offer, sale and delivery of the Sale Shares and the initial resale of the Sale Shares by the Joint Lead Manager in the manner contemplated by this agreement, it being understood that no opinion is being given in relation to any subsequent resale of the Sale Shares.

8 Announcements

Holdings and the Joint Lead Managers will consult each other in respect of any material public releases by any of them concerning the Sale of the Sale Shares in addition to the Launch Announcement. The prior written consent of Holdings must be obtained prior to the Joint Lead Managers making any release or announcement or engaging in publicity in relation to the Sale of the Sale Shares and any release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other relevant jurisdiction.

9 Indemnities

9.1 Indemnity

Subject to clause 9.2 and to the extent permitted by law, Holdings unconditionally and irrevocably undertakes to indemnify each of the Indemnified Parties against, and to hold them harmless from and against, all Losses as a result of a breach by Holdings of its obligations under this agreement including any of the representations and warranties by Holdings contained in this agreement not being true and correct.

9.2 Limited indemnity

The indemnity in clause 9.1 does not extend to, and is not to be taken to be an indemnity against, any Losses of an Indemnified Party if those Losses result from:

- (a) any fraud, recklessness, wilful misconduct or gross negligence of that Indemnified Party or any failure by that Indemnified Party to perform or observe obligations or undertakings binding on it under this agreement;
- (b) any penalty or fine which that Indemnified Party is required to pay for any contravention by it of the Corporations Act; or
- (c) any amount in respect of which this indemnity would be illegal, void or unenforceable under any law.

9.3 Holdings release

Holdings agrees that no Claim may be made by it against an Indemnified Party and Holdings unconditionally and irrevocably releases and discharges each Indemnified Party from any Claim that may be made by it, to recover from that Indemnified Party any Losses suffered or incurred by Holdings arising directly or indirectly as a result of the participation of that Indemnified Party in relation to the Sale, except in relation to matters where those Losses result from any fraud, recklessness, wilful misconduct or gross negligence of that Indemnified Party or any failure by that Indemnified Party to perform or observe obligations or undertakings binding on it under this agreement.

9.4 Mutual release

- (a) Without prejudice to any Claim Holdings may have against the Joint Lead Managers, no proceedings may be taken against any director, officer, employee, agent or adviser of the Joint Lead Managers arising out of or in connection with the Sale, except in relation to Losses that result from the fraud, recklessness, wilful misconduct or gross negligence of that director, officer, employee, agent or adviser.
- (b) Without prejudice to any Claim the Indemnified Parties may have against Holdings, no proceedings may be taken against any director, officer, employee, agent or adviser of Holdings arising out of or in connection with the Sale, except in relation to Losses that result from the fraud, recklessness, wilful misconduct or gross negligence of that director, officer, employee, agent or adviser.

9.5 Notice of potential action

If any Indemnified Party becomes aware of any act, matter or thing which in its opinion will give rise to an action or proceeding against it and in relation to which Holdings would be required to indemnify it under clause 9.1, then that Indemnified Party must notify Holdings giving full details so far as is practicable within 20 Business Days of becoming aware of the act, matter or thing. Failure on the part of an Indemnified Party to notify Holdings in accordance with this clause 9.5 does not affect the right of that Indemnified Party to be indemnified under this clause 9, except that Holdings' liability to that Indemnified Party as a result of the failure to notify will be reduced to the extent to which:

- (a) Holdings has suffered material loss or damage; or
- (b) the amount the subject of the indemnity under clause 9 has increased.

9.6 Settlement of action

Each of Holdings and the Joint Lead Managers must not settle any action, demand or claim to which the indemnity in clause 9.1 relates without the prior written consent of Holdings, or the Joint Lead Managers (as applicable), and that consent must not be unreasonably withheld.

9.7 Contractual contribution

If for any reason the indemnities contained in this clause 9 are unavailable or insufficient to indemnify any Indemnified Party fully against any Loss against which the Indemnified Party is stated to be indemnified under this clause 9 (other than as a result of the operation of clause 9.2 or 9.5), then Holdings agrees to contribute to the relevant Loss in accordance with this clause 9.5(b) to clause 9.11, in all cases to the maximum extent permitted by law.

9.8 Proportional contribution

The respective proportional contribution of Holdings and the Indemnified Parties in relation to the relevant Loss contemplated under clause 9.5(b) will be as agreed by Holdings and the Indemnified Parties. Failing agreement, the contributions will be determined by a court of competent jurisdiction. The matters to be considered in deciding the contributions are:

- (a) the participation in, instigation of or other involvement of Holdings on the one hand and the Indemnified Parties on the other hand in the act complained of; and
- (b) the Indemnified Parties' and Holdings' relative intent, knowledge, access to information and opportunity to correct any untrue statement or omission.

9.9 No excess contribution

Holdings agrees with the Indemnified Parties that the Indemnified Parties will not be required to contribute under clause 9.8 to any Claim or Loss an aggregate amount exceeding the aggregate fees paid to the Joint Lead Managers by Holdings under this agreement.

9.10 Reimbursement by Holdings

If an Indemnified Party pays an amount in relation to a Loss where it is entitled to contribution from Holdings under this clause 9, Holdings agrees promptly to reimburse the Indemnified Party for that amount.

9.11 Reimbursement by Indemnified Party

If Holdings pays an amount in relation to a Loss where it is entitled to contribution from the Indemnified Parties under this clause 9, the Indemnified Parties must promptly reimburse or the Joint Lead Managers must procure that the relevant Indemnified Parties promptly reimburse Holdings for that amount.

9.12 Benefits of indemnity

Each Indemnified Party, whether or not a party to this agreement, will be entitled to the benefit of this clause 9 and this clause 9 is entered into and may be enforced on that Indemnified Party's behalf by the Joint Lead Managers.

10 Confidentiality

Each party agrees to keep the terms and subject matter of this agreement confidential, except:

- (a) where disclosure is required by applicable law, a legal or regulatory authority or the rules of a relevant securities exchange;
- (b) disclosure is made to an adviser or to a person who must know for the purposes of this agreement, on the basis that the adviser or person keeps the information confidential; and
- (c) to a person to the extent reasonably necessary in connection with any actual or potential claim or judicial or administrative process involving that party in relation to the Sale.

11 Events of Termination

11.1 Right of termination

If any of the following events occur at any time during the period commencing after execution of this agreement and ending at 7.00 pm on the Business Day prior to the Settlement Date ("**Risk Period**"), then a Joint Lead Manager may terminate its obligations under this agreement without cost or liability to itself at any time before the expiry of the Risk Period by giving written notice to Holdings:

- (a) **(ASX actions)** ASX does any of the following:
 - (i) announces that the Company will be removed from the official list of ASX or ordinary shares in the Company will be suspended from quotation;
 - (ii) removes the Company from the official list; or
 - (iii) suspends the trading of ordinary shares in the Company for any period of time.
- (b) **(ASIC inquiry)** ASIC issues or threatens to issue proceedings in relation to the Sale or commences, or threatens to commence any inquiry or investigation in relation to the Sale, other than in relation to the Joint Lead Managers' ability to perform its obligations under this agreement.
- (c) **(Other termination events)** Subject to clause 11.2, any of the following occurs:
 - (i) **(Banking moratorium)** A general moratorium on commercial banking activities in Australia, United States or the United Kingdom is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries.
 - (ii) **(Breach of Agreement)** Holdings is in default of any of the terms and conditions of this agreement or breaches any representation or warranty given or made by it under this agreement.
 - (iii) **(Change in law)** There is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of the Commonwealth of Australia or any State or Territory of Australia a new law, or the Government of Australia, any State or Territory of Australia, the Reserve Bank of Australia or any Minister or other governmental authority of Australia or any State or Territory of Australia, adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced before the date of this agreement).

11.2 Materiality

No event listed in clause 11.1(c) entitles a Joint Lead Manager to exercise its termination rights unless, in the reasonable opinion of the relevant Joint Lead Manager, it:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
 - (i) the willingness of persons to purchase the Sale Shares; or

- (ii) the price at which ordinary shares in the Company are sold on ASX; or
- (b) would reasonably be expected to give rise to a material liability of the Joint Lead Manager under the Corporations Act or any other applicable law.

11.3 Effect of termination

- (a) In the event that a Joint Lead Manager terminates its obligations under this agreement pursuant to clause 11.1, that Joint Lead Manager will be immediately relieved of its obligations under this agreement and Holdings will be immediately relieved of any obligation to pay to that Joint Lead Manager any fees referred to in clause 5 which as at the date of termination are not yet accrued, but the termination of its obligations under this agreement will not limit or prevent the exercise of any other rights or remedies which any of the parties may otherwise have under this agreement.
- (b) Any rights or entitlements of Holdings or a Terminating Joint Lead Manager (as defined below) accrued up to the date of termination also survive termination.
- (c) The exercise by a Joint Lead Manager of its termination rights under this agreement pursuant to clause 11.1 does not automatically terminate the obligations of the other Joint Lead Manager.
- (d) If a Joint Lead Manager gives notice to the other Joint Lead Manager and Holdings of its intention to terminate its obligations under this agreement pursuant to clause 11.1 (that Joint Lead Manager being the “**Terminating Joint Lead Manager**”) the remaining Joint Lead Manager (who has not given the notice) (being the “**Remaining Joint Lead Manager**”) may elect by notice in writing to the Terminating Joint Lead Manager and Holdings within 1 Business Day of the Terminating Joint Lead Manager terminating its obligations pursuant to clause 11.1 to:
 - (i) assume all the obligations of the Terminating Joint Lead Manager under this agreement; or
 - (ii) nominate a proposed replacement lead manager for the Terminating Joint Lead Manager acceptable to Holdings (acting reasonably) (the “**Replacement Joint Lead Manager**”), to assume all the obligations of the Terminating Joint Lead Manager under this agreement (in their new Respective Proportions, as agreed between the Replacement Joint Lead Manager and the Remaining Joint Lead Manager) subject to an accession deed to this agreement being signed, sealed and delivered by the Replacement Joint Lead Manager and Holdings (execution of which is not to be unreasonably withheld or delayed).
- (e) For the avoidance of doubt, termination by a Terminating Joint Lead Manager does not require (or increase the obligation of) the Remaining Joint Lead Manager to provide settlement support for any Sale Shares in excess of its Respective Proportion, unless the Remaining Joint Lead Manager elects to do so pursuant to clause 11.3(d)(i).
- (f) If the Remaining Joint Lead Manager does not elect to assume all the rights and obligations of the Terminating Joint Lead Manager or nominate a Replacement Joint Lead Manager (with provision of an executed accession deed by the proposed Replacement Joint Lead Manager and Holdings) in accordance with this clause 11.3

within the period referred to in this clause 11.3, then the Remaining Joint Lead Manager is deemed to have terminated its remaining obligations under this agreement on the expiry of that period.

- (g) If the Remaining Joint Lead Manager gives notice under clause 11.3(d)(i) that it will assume the obligations of the Terminating Joint Lead Manager under this agreement, then the Remaining Joint Lead Manager, in addition to the Respective Proportion of fees to which it is entitled under clause 5, will also be entitled to the relevant part of the Respective Proportion of fees that would have been payable to the Terminating Joint Lead Manager under clause 5 if it had not terminated this agreement (other than any fees already owed to, or accrued by, or otherwise entitled to be received by the Terminating Joint Lead Manager in connection with this agreement or any Respective Proportion of fees due to any other Replacement Joint Lead Manager).
- (h) If the Remaining Joint Lead Manager gives notice under clause 11.3(d)(ii) nominating a Replacement Joint Lead Manager under this agreement and an appropriate accession deed is executed by the Replacement Joint Lead Manager and Holdings, then the Replacement Joint Lead Manager will be entitled to the relevant part of the Respective Proportion of fees that would have been payable to the Terminating Joint Lead Manager under clause 5 if it had not terminated this agreement (other than any fees already owed to, or accrued by, or otherwise entitled to be received by the Terminating Joint Lead Manager or any Respective Proportion of fees due to the Remaining Joint Lead Manager in connection with this agreement).
- (i) Any provision of this agreement which refers to the consent of the Joint Lead Managers must following termination by the Terminating Joint Lead Manager, be interpreted as referring solely to the Remaining Joint Lead Manager or to the Remaining Joint Lead Manager and the Replacement Joint Lead Manager (as applicable).
- (j) Without limiting this clause 11.3, nothing contained in clause 11 will prejudice or nullify any claim for damages or other right which any Joint Lead Manager or any other Indemnified Party may have against Holdings for or arising out of any breach of undertaking, warranty or representation or failure to observe or perform an obligation under this agreement.

12 Goods and services tax (GST)

12.1 Consideration GST exclusive

Unless expressly stated otherwise in this agreement, all amounts payable or consideration to be provided under this agreement are exclusive of GST.

12.2 Payment of GST

If GST is payable on any supply made under this agreement, for which the consideration is not expressly stated to include GST, the recipient agrees to pay to the supplier an additional amount equal to the GST payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. However:

- (a) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note;

- (b) if an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment; and
- (c) this clause 12.2 does not apply to the extent that the GST on the supply is payable by the recipient under Division 84 of the GST Act.

12.3 Reimbursements

If a party is required under this agreement to indemnify another party, or pay or reimburse costs of another party, that party agrees to pay the relevant amount less any input tax credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.

12.4 Calculation of payments

If an amount payable under this agreement is to be calculated by reference to:

- (a) the price to be received for a taxable supply then, for the purposes of that calculation, the price is reduced to the extent that it includes any amount on account of GST; and
- (b) the price to be paid or provided for an acquisition then, for the purposes of that calculation, the price is reduced to the extent that an input tax credit is available for the acquisition.

12.5 Interpretation

For the purposes of this clause 12:

- (a) a term which has a defined meaning in the GST Act has the same meaning when used in this clause 12;
- (b) “**GST Act**” means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth); and
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

13 Conflict and no fiduciary relationship

Holdings acknowledges that:

- (a) the Joint Lead Managers are not obliged to disclose to Holdings or utilise for the benefit of Holdings, any non-public information which the Joint Lead Managers obtain in the normal course of their business where that disclosure or use would result in a breach of any obligation of confidentiality or any internal ‘information barrier’ policies of the Joint Lead Managers;
- (b) it is contracting with the Joint Lead Managers on an arm's length basis to provide the services described in this agreement and the Joint Lead Managers have not and are not assuming any duties or obligations (fiduciary or otherwise) in respect of it other than those expressly set out in this agreement; and

- (c) each Joint Lead Manager and its respective Affiliates ("**Joint Lead Manager Group**") comprises a full service securities firm and commercial bank engaged in securities trading and brokerage activities, as well as providing investment banking, asset management, financing, and financial advisory services and other commercial and investment banking products and services to a wide range of companies and individuals. In the ordinary course of these activities, a Joint Lead Manager Group and Joint Lead Manager Group employees and officers may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities or senior loans or other financial products of the Holdings, the Company or any other party that may be involved in the Sale and Holdings hereby consents to a Joint Lead Manager Group and Joint Lead Manager Group employees and officers undertaking such activities (A) without regard to the relationship with the Holdings established by this agreement, and (B) regardless of any conflict of interest (whether actual, perceived or potential) that may arise as a result of such activity.

14 Miscellaneous

14.1 Entire agreement

This agreement and any agreement in relation to fees under clause 5 constitute the entire agreement of the parties about its subject matter and supersede all previous agreements, understandings and negotiations on that matter.

14.2 Governing law

This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.

14.3 Severability

Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

14.4 Waiver and variation

A provision of or right vested under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

14.5 No merger

The rights and obligations of the parties will not merge on the termination or expiration of this agreement. Any provision of this agreement remaining to be performed or observed by a party, or having effect after the termination of this agreement for whatever reason remains in full force and effect and is binding on that party.

14.6 No assignment

No party may assign its rights or obligations under this agreement without the prior written consent of the other parties. Notwithstanding the foregoing sentence, Holdings may assign its rights or obligations under this agreement to its Affiliates.

14.7 Notices

Notices and other communications in connection with this agreement must be in writing. They must be sent to the address or email address referred to in the Details and (except in the case of email) marked for the attention of the person referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details. Where a notice or other written communication is sent to Holdings, a copy must be sent to:

Graham Goldsmith
Adara Partners (Australia) Pty Ltd
Level 1, 21A Elliot Street
Balmain NSW 2041
Email: Graham.Goldsmith@adaragroup.org

and

David Friedlander / Anthony Boogert
King & Wood Mallesons
Level 61 Governor Phillip Tower, 1 Farrer Place
Sydney NSW 2000
Email: David.Friedlander@au.kwm.com / Anthony.Boogert@au.kwm.com

14.8 Recognition of the U.S. Special Resolution Regime

- (a) In the event that any Joint Lead Manager that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Joint Lead Manager of this agreement, and any interest and obligation in or under this agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this agreement, and any interest and obligation in or under this agreement, were governed by the laws of the United States or a state of the United States.
- (b) In the event that any Joint Lead Manager that is a Covered Entity or a Covered Affiliate of any such Joint Lead Manager becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this agreement that may be exercised against such Joint Lead Manager are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this agreement were governed by the laws of the United States or a state of the United States.
- (c) For the purposes of this clause 14.8, the following definitions apply:
 - (i) **Covered Affiliate** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 United States Code §1841(k).
 - (ii) **Covered Entity** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 U.S. Code of Federal Regulations §252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 U.S. Code of

Federal Regulations §47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 U.S. Code of Federal Regulations §382.2(b).

- (iii) **Default Right** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 U.S. Code of Federal Regulations §§252.81, 47.2 or 382.1, as applicable.
- (iv) **U.S. Special Resolution Regime** means each of:
 - (A) the U.S. Federal Deposit Insurance Act and the regulations promulgated thereunder; and
 - (B) Title II of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14.9 Counterparts

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

EXECUTED as an agreement

Block Trade Agreement

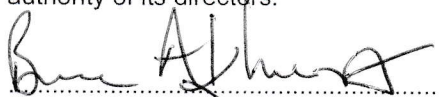
Schedule 1 - Timetable

	Date (2019)
Joint Lead Managers commence discussions with potential investors at or after 4.10 pm	16 September 2019
Trade Date (T)	17 September 2019
Settlement Date (T + 2)	19 September 2019

Signing page

DATED: 16 September 2019

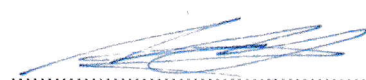
EXECUTED by **PAUL RAMSAY**
HOLDINGS PTY LIMITED in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by
authority of its directors:



Signature of director



Name of director (block letters)


Signature of ~~director~~/company
secretary*

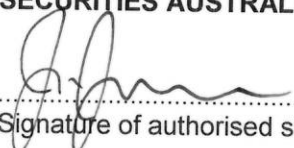
*delete whichever is not applicable


Name of ~~director~~/company secretary*

(block letters)

*delete whichever is not applicable

EXECUTED by J.P. MORGAN
SECURITIES AUSTRALIA LIMITED


Signature of authorised signatory

JABE TERRAM
Name of authorised signatory (block
letters)



Signature of witness

WILLIAM NOLASCO
Name of witness (block letters)

EXECUTED by UBS AG, AUSTRALIA)
BRANCH:)



Signature of authorised signatory)

RICHARD SLENTZEN)

Name of authorised signatory (block)
letters))



Signature of authorised signatory)

JOHN SPENCER)

Name of authorised signatory (block)
letters))