

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Mainstream Group Holdings Limited
ACN/ARSN ACN 112 252 114

1. Details of substantial holder (1)

Name Vistra Group Holdings (BVI) Limited (VGH) and each of the entities set out in Annexure A

ACN/ARSN (if applicable)

There was a change in the interests of the substantial holder on 9 June 2021

The previous notice was given to the company on 9 / 03 / 2021

The previous notice was dated 9 / 03 / 2021

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) |
| Fully Paid Ordinary shares | 27,604,080 | 19.99% (based on 138,089,440 total ordinary shares on issue) | 13,808,805 | 9.99% (based on 138,089,440 total ordinary shares on issue) |

3. Change 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 |
|----------------|--|--|---|---|-------------------------|
| 5 June 2021 | VGH | Obtained a relevant interest under section 608(8) of the Corporations Act 2001 (Cth) pursuant to the share transfer deed between VGH and John Charles Plummer, attached at Annexure B. | \$1.4775 per ordinary share | 3,459,166 fully paid ordinary shares | 3,459,166 |

| | | | | | |
|-------------|-----------------------------------|--|-----------------------------|---------------------------------------|------------|
| 5 June 2021 | VGH | Obtained a relevant interest under section 608(8) of the Corporations Act 2001 (Cth) pursuant to the share transfer deed between VGH and Sodor Holdings Pty Ltd ACN 118 012 712 as trustee for the Sodor Investment Trust and Martin Smith, attached at Annexure C. | \$1.4775 per ordinary share | 5,470,388 fully paid ordinary shares | 5,470,388 |
| 5 June 2021 | VGH | Obtained a relevant interest under section 608(8) of the Corporations Act 2001 (Cth) pursuant to the share transfer deed between VGH and Byram Johnston, Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the Mainstream Investment Trust, and Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the National Investment Trust, attached at Annexure D. | \$1.4775 per ordinary share | 4,879,251 fully paid ordinary shares | 4,879,251 |
| 5 June 2021 | The entities listed in Annexure A | Obtained a relevant interest in the securities in which VGH has a relevant interest, pursuant to section 608(3) of the Corporations Act 2001 (Cth), through direct or indirect control of VGH. | Nil | 13,808,805 fully paid ordinary shares | 13,808,805 |
| 9 June 2021 | VGH | Ceased to hold a relevant interest under sections 608(1)(c) and 608(8) of the Corporations Act 2001 (Cth) following termination of the call option deed dated 9 March 2021 between VGH and John Charles Plummer. | Nil | 3,455,776 fully paid ordinary shares | 3,455,776 |
| 9 June 2021 | VGH | Ceased to hold a relevant interest under sections 608(1)(c) and 608(8) of the Corporations Act 2001 (Cth) following termination of the call option deed dated 9 March 2021 between VGH and Sodor Holdings Pty Ltd ACN 118 012 712 as trustee for the Sodor Investment Trust and Martin Smith. | Nil | 5,465,028 fully paid ordinary shares | 5,465,028 |

| | | | | | |
|-------------|-----------------------------------|--|-----|---------------------------------------|------------|
| 9 June 2021 | VGH | Ceased to hold a relevant interest under sections 608(1)(c) and 608(8) of the Corporations Act 2001 (Cth) following termination of the call option deed dated 9 March 2021 between VGH and Byram Johnston, Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the Mainstream Investment Trust, and Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the National Investment Trust. | Nil | 4,874,471 fully paid ordinary shares | 4,874,471 |
| 9 June 2021 | The entities listed in Annexure A | Ceased to hold a relevant interest in the securities in which VGH has a relevant interest, pursuant to section 608(3) of the Corporations Act 2001 (Cth), through direct or indirect control of VGH. | Nil | 13,795,275 fully paid ordinary shares | 13,795,275 |

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 |
|-----------------------------------|---|--|---|---------------------------------------|----------------|
| VGH | John Charles Plummer | John Charles Plummer | Relevant interest under section 608(8) of the Corporations Act 2001 (Cth) pursuant to the share transfer deed between VGH and John Charles Plummer, attached at Annexure B | 3,459,166 fully paid ordinary shares | 3,459,166 |
| VGH | Sodor Holdings Pty Ltd ACN 118 012 712 and Martin Smith | Sodor Holdings Pty Ltd ACN 118 012 712 as trustee for the Sodor Investment Trust, and Martin Smith | Relevant interest under section 608(8) of the Corporations Act 2001 (Cth) pursuant to the share transfer deed between VGH and Sodor Holdings Pty Ltd ACN 118 012 712 as trustee for the Sodor Investment Trust, and Martin Smith, attached at Annexure C. | 5,470,388 fully paid ordinary shares | 5,470,388 |
| VGH | Byram Johnston and Johnston Bros Pty Ltd ACN 000 156 589 | Byram Johnston, Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the Mainstream Investment Trust, and Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the National Investment Trust | Relevant interest under section 608(8) of the Corporations Act 2001 (Cth) pursuant to the share transfer deed between VGH and Byram Johnston, Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the Mainstream Investment Trust, and Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the National Investment Trust, attached at Annexure D. | 4,879,251 fully paid ordinary shares | 4,879,251 |
| The entities listed in Annexure A | John Charles Plummer Sodor Holdings Pty Ltd ACN 118 012 712 and Martin Smith Byram Johnston and Johnston Bros Pty Ltd ACN 000 156 589 | John Charles Plummer Sodor Holdings Pty Ltd ACN 118 012 712 and Martin Smith Byram Johnston and Johnston Bros Pty Ltd ACN 000 156 589 | The entities listed in Annexure A have a deemed relevant interest in the securities in which VGH has a relevant interest pursuant to section 608(3) of the Corporations Act 2001 (Cth), through direct or indirect control of VGH. | 13,808,805 fully paid ordinary shares | 13,808,805 |

5. Associates

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 |
|---|--|
| VGH and the entities listed in Annexure A | VGH and each of the entities listed in Annexure A are associates of each other because of section 12(2)(a) of the Corporations Act 2001 (Cth). |

6. Addresses

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

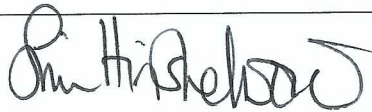
| Name | Address |
|-----------------------------------|--|
| VGH | c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| Each entity set out in Annexure A | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |

Signature

print name Simon Hinshelwood

capacity DIRECTOR

sign here



date 09 / 06 / 2021

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 on 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".

Annexure A

This is Annexure A of 1 page referred to in the ASIC Form 604 – Notice of change of substantial holder signed by me and dated 9 June 2021.

Company name: Vistra Group Holdings (BVI) Limited

Signed by:



Simon Hinshelwood
Director
Vistra Group Holdings (BVI) Limited

Date: 09 / 06 / 2021

| Company | Address |
|--|--|
| Baring Private Equity Asia GP VI Limited (Cayman Islands) | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| Baring Private Equity Asia GP VI, L.P. (Cayman Islands) | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| Baring Private Equity Asia GP V Limited (Cayman Islands) | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| Baring Private Equity Asia GP V, L.P. (Cayman Islands) | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| The Baring Asia Private Equity Fund V, L.P. (Cayman Islands) | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| The Baring Asia Private Equity Fund VI, L.P.1 (Cayman Islands) | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| The Baring Asia Private Equity Fund VI, L.P.2 (Cayman Islands) | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| Kowloon Aggregator, L.P. (Cayman Islands) | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| Baring Private Equity Asia VI Holding (4) Limited | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| Vistra Group Holdings (BVI) III Limited | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| Vistra Group Holdings (BVI) II Limited | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| Vistra Group Holdings (BVI) I Limited | c/o Vistra Group Holdings (BVI) Limited c/o 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |

Annexure B

This is Annexure B of 13 pages referred to in the ASIC Form 604 – Notice of change of substantial holder signed by me and dated 9 June 2021.

Company name: Vistra Group Holdings (BVI) Limited

Signed by:



Simon Hinshelwood
Director
Vistra Group Holdings (BVI) Limited

Date: 09 / 06 / 2021



Execution version

Share Transfer Deed

Plummer

Vistra Group Holdings (BVI) Limited (**Optionholder**)
The **Shareholder Party** listed in Schedule 1

Share Transfer Deed

Plummer

| | |
|---|-----------|
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Details

Date 5 June 2021

Parties

| | |
|-----------------|--|
| Name | Vistra Group Holdings (BVI) Limited |
| Short form name | Optionholder |
| Notice details | Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands Email: Simon.Hinshelwood@vistra.com Attention: Simon Hinshelwood |

| | |
|-----------------|---|
| Name | The Shareholder Party listed in Schedule 1 |
| Short form name | As specified in Schedule 1 |
| Notice details | As specified in Schedule 1 |

Background

- A The Optionholder is party to the Call Option Deed with the Shareholder Party.
- B The Shareholder Party agrees to transfer to the Optionholder and the Optionholder agrees to receive from the Shareholder Party the Sale Shares on and in accordance with the terms of this deed.
- C Upon Completion, the Call Option Deed will terminate.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed:

ASIC means the Australian Securities and Investments Commission.

Associate of a Party means any shareholder, investor, director, partner, trustee, officer, employee, agent or representative of that Party and each consultant and/or adviser to that Party in connection with the transactions contemplated under this deed. In relation to the Optionholder, Associate includes: (i) any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, Baring Private Equity Asia Group Limited or Stichting Kowloon Nominees; (ii) any fund managed or advised directly or indirectly by Baring Private Equity Asia Group Limited or Stichting Kowloon Nominees any person described in (i); (iii) any company in which any fund described in (ii) directly or indirectly holds any securities; and (iv) any shareholder, investor, director, partner, trustee, officer, employee, agent, representative, consultant and/or adviser of any entity described in (i), (ii) or (iii).

Call Option Deed means the 'Call Option Deed' dated 9 March 2021 between the Optionholder and the Shareholder Party.

CHES has the meaning given to that term in the Operating Rules.

Completion means settlement of the sale of the Sale Shares in accordance with clause 2.

Completion Date means:

- (a) 9 June 2021; or
- (b) such other date as agreed in writing by the Optionholder and the Shareholder Party.

Confidential Information means:

- (a) the Parties' negotiations leading to their reaching the agreement recorded in this deed; and
- (b) the terms and conditions of this deed.

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

Encumbrance means a mortgage, charge, pledge, lien, hypothecation, encumbrance, security interest (including as defined under the *Personal Property Securities Act 2009* (Cth)), title retention, preferential right, trust arrangement, contractual right of set off or any other security agreement or arrangement in favour of any person and includes any agreement to grant or create any of these and **Encumber** has a corresponding meaning.

Law means in respect of a Party:

- (a) any law or any requirement under law, including at common law, in equity, under any statute, regulation or by law (including any fiduciary duty);
- (b) any binding decision or directive, or published policies, standards or guidelines, of any Regulatory Authority; and
- (c) any binding code including any code of practice,

in any jurisdiction that is applicable to it.

Mainstream means Mainstream Group Holdings Limited (ACN 112 252 114).

Operating Rules means the operating rules of a clearing and settlement facility regulating the settlement, clearing and registration of uncertificated shares as amended, varied or waived (whether in respect of Mainstream or generally) from time to time.

Parties means:

- (a) the Optionholder; and

(b) the Shareholder Party,

and **Party** means each of them (as the context requires).

person includes individuals, partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies.

Purchase Price means \$1.4775 per Sale Share.

Regulatory Authority includes, in any jurisdiction:

- (a) a government or governmental, semi-governmental or judicial entity or authority;
- (b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (c) any regulatory organisation established under statute.

Regulatory Requirement means a requirement by law or by any notice, order, regulation, or rule, or published policy of any Regulatory Authority which is binding upon or applies to a Party.

Related Body Corporate has the meaning given to that term in section 50 of the Corporations Act, but, without limitation:

- (a) a trust may be a subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share; and
- (b) an entity may be a subsidiary of a trust if it would have been a subsidiary if that trust were a corporation.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act as modified by any legislative instrument issued by ASIC.

Sale Shares means the number of Shares specified in Schedule 2 as being held by the Shareholder Party.

Share means an ordinary share in the capital of Mainstream.

1.2 Interpretation

In this deed, except where context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to time is to Sydney, Australia time;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (j) a reference to **A\$, \$AU, AUD\$, \$A** or **Australian dollar** is to Australian currency;
- (k) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect the interpretation of this deed.

1.4 Inconsistency with Call Option Deed

When a provision of this deed is inconsistent with a Call Option Deed, this deed shall prevail, and the Call Option Deed, to the extent of the inconsistency, will be invalid.

1.5 Obligations of the Shareholder Party

- (a) Notwithstanding anything else in this deed, the representations, undertakings and indemnities provided by the Shareholder Party in this deed are provided by the Shareholder Party in its own capacity and solely in respect of itself or the Sale Shares it holds.
- (b) Where an obligation or liability arising under or in connection with this deed is expressed to be an obligation of the Shareholder Party, then that obligation or liability is imposed severally on the Shareholder Party.

2. Sale and purchase

2.1 Sale and purchase

The Shareholder Party agrees to sell and transfer to the Optionholder, and the Optionholder agrees to purchase from the Shareholder Party, the Sale Shares for the Purchase Price on the terms and conditions of this deed.

2.2 Transfer free from Encumbrances

The Sale Shares must be transferred free from any Encumbrance and with all rights, including dividend rights, attached or accruing to them on and from the date of this deed.

3. Completion

3.1 Time and place of Completion

Completion of the sale and purchase of the Sale Shares will take place at 10.00am on the Completion Date at the offices of MinterEllison at Level 40, Governor Macquarie Tower, 1 Farrer Place, Sydney, New South Wales 2000, Australia.

3.2 Steps to occur at Completion

On the Completion Date:

- (a) the Shareholder Party must transfer or procure the transfer of the Sale Shares to the Optionholder; and
- (b) the Optionholder and the Shareholder Party must execute and deliver all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares is transferred from the Shareholder Party to the Optionholder free from all Encumbrances.

3.3 Transfers

The Sale Shares are deemed to have been transferred pursuant to clause 3.2(b):

- (a) on the transfer of title in accordance with the Operating Rules and procedures of CHES (or such other computer based system which provides for the recording and transfer of title by way of electronic entries, delivery and transfer of title, used by Mainstream from time to time); or
- (b) by such other manner as agreed between the parties.

3.4 Payment of Purchase Price

If the Shareholder Party complies with its obligations under clause 3.2, the Optionholder agrees to pay the Purchase Price in respect of the Sale Shares to the Shareholder Party in immediately available funds on the Completion Date.

3.5 Obligations

Each of the obligations in this clause 3 is interdependent.

4. Termination

4.1 Termination of Call Option Deeds

- (a) The Optionholder and the Shareholder Party agree that immediately upon Completion:
 - (i) the Call Option Deed is irrevocably and unconditionally terminated;
 - (ii) the Call Option Deed has no further force or effect; and
 - (iii) they will have no further rights or obligations under the Call Option Deed.
- (b) The Optionholder and the Shareholder Party agree that the termination under clause 4.1(a) is pursuant to clause 11.1(b) of the Call Option Deed.

5. Confidentiality & public announcements

5.1 Confidential Information

- (a) The Parties must keep the Confidential Information confidential and may only disclose the Confidential Information:
 - (i) to (and then only to the extent necessary to) enforce a term or condition of this deed;
 - (ii) where disclosure is required by Law or a Regulatory Authority; or
 - (iii) as is necessary for that Party to obtain legal or accounting advice in respect of this deed or to its auditors or insurers, reinsurers, brokers and other professional advisers.
- (b) Nothing in this deed prevents a Party from disclosing that it has entered into this deed, provided that such disclosure states that its terms and conditions are confidential.

6. Notices and other communications

6.1 Service of notices

A notice, demand, consent, approval or communication under this deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post, facsimile or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

6.2 Effective on receipt

A Notice given in accordance with clause 6.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the third Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice; and
- (d) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt, transmission or sending is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

7. Miscellaneous

7.1 Alterations

This deed may be altered only in writing signed by each Party.

7.2 Approvals and consents

Except where this deed expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this deed.

7.3 Binding nature of this deed

The obligations of the Shareholder Party and the Optionholder under this deed are binding on the heirs, executors, administrators, successors in title and permitted assigns of the Shareholder Party and the Optionholder (as the case may be).

7.4 Assignment

A Party may only assign this deed or a right under this deed with the prior written consent of each other Party.

7.5 Costs

Other than as set out in clause 7.6, each Party must pay its own costs of negotiating, preparing and executing this deed.

7.6 Stamp duty

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this deed or a transaction contemplated by this deed, must be paid by the Optionholder.

7.7 Survival

Any indemnity or any obligation of confidence under this deed is independent and survives termination of this deed. Any other term by its nature intended to survive termination of this deed survives termination of this deed.

7.8 Counterparts

This deed may be executed in counterparts. All executed counterparts taken together will constitute one and the same instrument.

7.9 No merger

The rights and obligations of the Parties under this deed do not merge on completion of any transaction contemplated by this deed.

7.10 Entire agreement

This deed constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous verbal agreements or verbal understandings between the Parties in connection with that subject matter.

7.11 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this deed and the transaction contemplated by it.

7.12 Severability

- (a) A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.
- (b) If anything in this deed is illegal or unenforceable in one jurisdiction but not in another jurisdiction, it is severed only in respect of the operation of this deed in the jurisdiction where it is illegal or unenforceable.

7.13 Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

7.14 Relationship

Except where this deed expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

7.15 Time

Time is of the essence in this deed.

7.16 Governing law and jurisdiction

This deed is governed by the law of New South Wales, Australia, and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and the Commonwealth of Australia.

Schedule 1 – Shareholder Party

| | |
|-----------------|---|
| Name | John Charles Plummer |
| Short form name | Plummer |
| Notice details | Address: 15 Riley Avenue, West Pennant Hills NSW 2125, Australia Email: john.plummer@goldtiger.com.au Attention: John Plummer |

Schedule 2 – Sale Shares

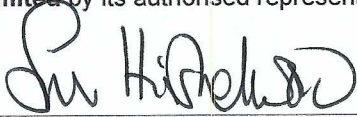
| Shareholder Party | Number of Sale Shares |
|-------------------|-----------------------|
| Plummer | 3,459,166 |

Signing pages

EXECUTED as a deed

Optionholder

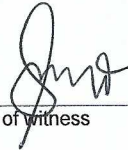
Executed by **Vistra Group Holdings (BVI) Limited** by its authorised representative



Signature of Authorised Representative

WSD HINGHELWOOD

Name of Authorised Representative (print)



Signature of witness

JONATHAN D. LAPOINTE

Name of witness (print)

Shareholder Party

Signed sealed and delivered by Alyn Tai as attorney for John Charles Plummer in the presence of



Signature of witness



Signature of attorney

PETER ANDERSON

Name of witness (print)

By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

Annexure C

This is Annexure B of 13 pages referred to in the ASIC Form 604 – Notice of change of substantial holder signed by me and dated 9 June 2021.

Company name: Vistra Group Holdings (BVI) Limited

Signed by:



Simon Hinshelwood
Director
Vistra Group Holdings (BVI) Limited

Date: 09 / 06 / 2021



Execution version

Share Transfer Deed

Smith Parties

Vistra Group Holdings (BVI) Limited (**Optionholder**)
Each **Shareholder Party** listed in Schedule 1

Share Transfer Deed

Smith Parties

| | |
|---|-----------|
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Details

Date 5 June 2021

Parties

| | |
|-----------------|--|
| Name | Vistra Group Holdings (BVI) Limited |
| Short form name | Optionholder |
| Notice details | Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands Email: Simon.Hinshelwood@vistra.com Attention: Simon Hinshelwood |

| | |
|-----------------|---|
| Name | The Shareholder Parties listed in Schedule 1 |
| Short form name | As specified in Schedule 1 |
| Notice details | As specified in Schedule 1 |

Background

- A The Optionholder is party to the Call Option Deed with the Shareholder Parties.
- B The Shareholder Parties agree to transfer to the Optionholder and the Optionholder agrees to receive from the Shareholder Parties the Sale Shares on and in accordance with the terms of this deed.
- C Upon Completion, the Call Option Deed will terminate.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed:

ASIC means the Australian Securities and Investments Commission.

Associate of a Party means any shareholder, investor, director, partner, trustee, officer, employee, agent or representative of that Party and each consultant and/or adviser to that Party in connection with the transactions contemplated under this deed. In relation to the Optionholder, Associate includes: (i) any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, Baring Private Equity Asia Group Limited or Stichting Kowloon Nominees; (ii) any fund managed or advised directly or indirectly by Baring Private Equity Asia Group Limited or Stichting Kowloon Nominees any person described in (i); (iii) any company in which any fund described in (ii) directly or indirectly holds any securities; and (iv) any shareholder, investor, director, partner, trustee, officer, employee, agent, representative, consultant and/or adviser of any entity described in (i), (ii) or (iii).

Call Option Deed means the 'Call Option Deed' dated 9 March 2021 between the Optionholder and the Shareholder Parties.

CHES has the meaning given to that term in the Operating Rules.

Completion means settlement of the sale of the Sale Shares in accordance with clause 2.

Completion Date means:

- (a) 9 June 2021; or
- (b) such other date as agreed in writing by the Optionholder and the Shareholder Parties.

Confidential Information means:

- (a) the Parties' negotiations leading to their reaching the agreement recorded in this deed; and
- (b) the terms and conditions of this deed.

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

Encumbrance means a mortgage, charge, pledge, lien, hypothecation, encumbrance, security interest (including as defined under the *Personal Property Securities Act 2009* (Cth)), title retention, preferential right, trust arrangement, contractual right of set off or any other security agreement or arrangement in favour of any person and includes any agreement to grant or create any of these and **Encumber** has a corresponding meaning.

Law means in respect of a Party:

- (a) any law or any requirement under law, including at common law, in equity, under any statute, regulation or by law (including any fiduciary duty);
- (b) any binding decision or directive, or published policies, standards or guidelines, of any Regulatory Authority; and
- (c) any binding code including any code of practice,

in any jurisdiction that is applicable to it.

Mainstream means Mainstream Group Holdings Limited (ACN 112 252 114).

Operating Rules means the operating rules of a clearing and settlement facility regulating the settlement, clearing and registration of uncertificated shares as amended, varied or waived (whether in respect of Mainstream or generally) from time to time.

Parties means:

- (a) the Optionholder; and

(b) the Shareholder Parties,

and **Party** means each of them (as the context requires).

person includes individuals, partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies.

Purchase Price means \$1.4775 per Sale Share.

Regulatory Authority includes, in any jurisdiction:

- (a) a government or governmental, semi-governmental or judicial entity or authority;
- (b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (c) any regulatory organisation established under statute.

Regulatory Requirement means a requirement by law or by any notice, order, regulation, or rule, or published policy of any Regulatory Authority which is binding upon or applies to a Party.

Related Body Corporate has the meaning given to that term in section 50 of the Corporations Act, but, without limitation:

- (a) a trust may be a subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share; and
- (b) an entity may be a subsidiary of a trust if it would have been a subsidiary if that trust were a corporation.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act as modified by any legislative instrument issued by ASIC.

Relevant Trust in respect of each Party who is a trustee of a trust, that trust.

Relevant Trust Deed in respect of each Party who is a trustee of a trust, the trust deed that establishes that trust.

Sale Shares means the number of Shares specified in Schedule 2 as being held by the Shareholder Parties.

Share means an ordinary share in the capital of Mainstream.

Trustee Party means a Party which is the trustee of a trust.

1.2 Interpretation

In this deed, except where context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to time is to Sydney, Australia time;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- (i) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (j) a reference to **A\$, \$AU, AUD\$, \$A** or **Australian dollar** is to Australian currency;
- (k) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect the interpretation of this deed.

1.4 Inconsistency with Call Option Deed

When a provision of this deed is inconsistent with a Call Option Deed, this deed shall prevail, and the Call Option Deed, to the extent of the inconsistency, will be invalid.

1.5 Obligations of the Shareholder Parties

- (a) Notwithstanding anything else in this deed, the representations, undertakings and indemnities provided by each Shareholder Party in this deed are provided by that Shareholder Party in its own capacity and solely in respect of itself or the Sale Shares it holds.
- (b) Where an obligation or liability arising under or in connection with this deed is expressed to be an obligation of the Shareholder Parties, then that obligation or liability is imposed severally on the Shareholder Parties.

2. Sale and purchase

2.1 Sale and purchase

The Shareholder Parties agree to sell and transfer to the Optionholder, and the Optionholder agrees to purchase from the Shareholder Parties, the Sale Shares for the Purchase Price on the terms and conditions of this deed.

2.2 Transfer free from Encumbrances

The Sale Shares must be transferred free from any Encumbrance and with all rights, including dividend rights, attached or accruing to them on and from the date of this deed.

3. Completion

3.1 Time and place of Completion

Completion of the sale and purchase of the Sale Shares will take place at 10.00am on the Completion Date at the offices of MinterEllison at Level 40, Governor Macquarie Tower, 1 Farrer Place, Sydney, New South Wales 2000, Australia.

3.2 Steps to occur at Completion

On the Completion Date:

- (a) the Shareholder Parties must transfer or procure the transfer of the Sale Shares to the Optionholder; and
- (b) the Optionholder and the Shareholder Parties must execute and deliver all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares is transferred from the Shareholder Parties to the Optionholder free from all Encumbrances.

3.3 Transfers

The Sale Shares are deemed to have been transferred pursuant to clause 3.2(b):

- (a) on the transfer of title in accordance with the Operating Rules and procedures of CHES (or such other computer based system which provides for the recording and transfer of title by way of electronic entries, delivery and transfer of title, used by Mainstream from time to time); or
- (b) by such other manner as agreed between the parties.

3.4 Payment of Purchase Price

If each Shareholder Party complies with its obligations under clause 3.2, the Optionholder agrees to pay the Purchase Price in respect of the Sale Shares to the relevant Shareholder in immediately available funds on the Completion Date.

3.5 Obligations

Each of the obligations in this clause 3 is interdependent.

4. Termination

4.1 Termination of Call Option Deeds

- (a) The Optionholder and the Shareholder Parties agree that immediately upon Completion:
 - (i) the Call Option Deed is irrevocably and unconditionally terminated;
 - (ii) the Call Option Deed has no further force or effect; and
 - (iii) they will have no further rights or obligations under the Call Option Deed.
- (b) The Optionholder and the Shareholder Parties agree that the termination under clause 4.1(a) is pursuant to clause 11.1(b) of the Call Option Deed.

5. Confidentiality & public announcements

5.1 Confidential Information

- (a) The Parties must keep the Confidential Information confidential and may only disclose the Confidential Information:
 - (i) to (and then only to the extent necessary to) enforce a term or condition of this deed;
 - (ii) where disclosure is required by Law or a Regulatory Authority; or
 - (iii) as is necessary for that Party to obtain legal or accounting advice in respect of this deed or to its auditors or insurers, reinsurers, brokers and other professional advisers.
- (b) Nothing in this deed prevents a Party from disclosing that it has entered into this deed, provided that such disclosure states that its terms and conditions are confidential.

6. Trustee provisions

6.1 Trustee limitation of liability

- (a) Each Trustee Party enters into this deed only in its capacity as trustee of its Relevant Trust and in no other capacity. A liability arising under or in connection with this deed is limited to and can be enforced against a Trustee Party only to the extent to which it can be satisfied out of property of the Relevant Trust out of which that Trustee Party is actually indemnified for the liability. This limitation of each Trustee Party's liability applies despite any other provision of this deed or any other document and extends to all liabilities and obligations of each Trustee Party in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (b) A Party may not sue any Trustee Party in any capacity other than as trustee of its Relevant Trust, including seeking the appointment of a receiver (except in relation to property of the Relevant Trust), a liquidator, an administrator or any similar person to the Trustee Party or prove in the liquidation, administration or arrangement of or affecting the Trustee Party (except in relation to property of the Relevant Trust).
- (c) The provisions of this clause 6.1 do not apply to any obligation or liability of a Trustee Party to the extent that it is not satisfied because under the trust deed establishing the Relevant Trust or by operation of law there is a reduction in the extent of that Trustee Party's indemnification out of the assets of the Relevant Trust, as a result of that Shareholder or Trustee's fraud, negligence, breach of trust or wilful default.
- (d) No attorney, agent, receiver or receiver and manager appointed in accordance with this agreement has authority to act on behalf of a Trustee Party in a way which exposes that Trustee Party to any personal liability and no act or omission of any such person will be considered fraud, negligence, breach of trust or wilful default of that Trustee Party for the purpose of clause 6.1(c).
- (e) A Trustee Party is not obliged to do or refrain from doing anything under this deed (including, without limitation, incur any liability) unless that Trustee Party's liability is limited in the same manner as set out in clauses 6.1(a) to 6.1(d).
- (f) A reference in this clause 6.1 to wilful default in relation to a Trustee Party means any wilful failure to comply with, or wilful breach by the Trustee Party of any of its obligations under this deed (**Trustee Party Obligations**), other than a failure or breach which:
 - (i) arose as a result of an act or omission by any person other than the Trustee Party or any officer, employee, affiliated entity or agent of the Trustee Party, where the performance of that act is a precondition to the performance by the Trustee Party of the Trustee Party Obligations or where the omission gave rise to the breach by the Trustee Party of the Trustee Party Obligations; or
 - (ii) is in accordance with a lawful court order or direction or required by law.
- (g) This clause 6.1 applies notwithstanding any other provision of this deed.

7. Notices and other communications

7.1 Service of notices

A notice, demand, consent, approval or communication under this deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post, facsimile or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

7.2 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;

- (b) if sent by prepaid post, on the third Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice; and
- (d) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt, transmission or sending is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

8. Miscellaneous

8.1 Alterations

This deed may be altered only in writing signed by each Party.

8.2 Approvals and consents

Except where this deed expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this deed.

8.3 Binding nature of this deed

The obligations of the Shareholder Parties and the Optionholder under this deed are binding on the heirs, executors, administrators, successors in title and permitted assigns of the Shareholder Parties and the Optionholder (as the case may be).

8.4 Assignment

A Party may only assign this deed or a right under this deed with the prior written consent of each other Party.

8.5 Costs

Other than as set out in clause 8.6, each Party must pay its own costs of negotiating, preparing and executing this deed.

8.6 Stamp duty

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this deed or a transaction contemplated by this deed, must be paid by the Optionholder.

8.7 Survival

Any indemnity or any obligation of confidence under this deed is independent and survives termination of this deed. Any other term by its nature intended to survive termination of this deed survives termination of this deed.

8.8 Counterparts

This deed may be executed in counterparts. All executed counterparts taken together will constitute one and the same instrument.

8.9 No merger

The rights and obligations of the Parties under this deed do not merge on completion of any transaction contemplated by this deed.

8.10 Entire agreement

This deed constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous verbal agreements or verbal understandings between the Parties in connection with that subject matter.

8.11 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this deed and the transaction contemplated by it.

8.12 Severability

- (a) A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.
- (b) If anything in this deed is illegal or unenforceable in one jurisdiction but not in another jurisdiction, it is severed only in respect of the operation of this deed in the jurisdiction where it is illegal or unenforceable.

8.13 Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

8.14 Relationship

Except where this deed expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

8.15 Time

Time is of the essence in this deed.

8.16 Governing law and jurisdiction

This deed is governed by the law of New South Wales, Australia, and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and the Commonwealth of Australia.

Schedule 1 – Shareholder Parties

Name **Martin Smith; and
Sodor Holdings Pty Ltd ACN 118 012 712 as trustee for the Sodor
Investment Trust**

Short form name **Shareholder Parties**

Notice details Address: 147 High Street, North Sydney NSW 2060, Australia
Email: msmith@mainstreamgroup.com
Attention: Martin Smith

Schedule 2 – Sale Shares


| Shareholder Party | Number of Sale Shares |
|-------------------|-----------------------|
| Smith Parties | 5,470,388 |

Signing pages

EXECUTED as a deed

Optionholder

Executed by **Vistra Group Holdings (BVI) Limited** by its authorised representative



Signature of Authorised Representative

WSD HINSTHEWOOD

Name of Authorised Representative (print)




Signature of witness

JONATHAN D. LAPUT

Name of witness (print)

Shareholder Parties

Signed sealed and delivered by Martin Smith in
the presence of



Signature of witness

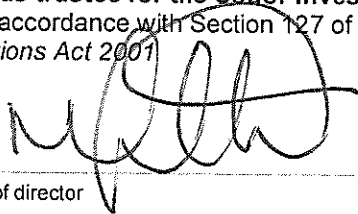


Signature of Martin Smith

Dan. J. SEKER

Name of witness (print)

Executed by Sodor Holdings Pty Ltd ACN 118
012 712 as trustee for the Sodor Investment
Trust in accordance with Section 127 of the
Corporations Act 2001



Signature of director

MARTIN SMITH

Name of director (print)

Sharon Smith

Signature of director/company secretary
(Please delete as applicable)

SHARON SMITH

Name of director/company secretary (print)

Annexure D

This is Annexure B of 13 pages referred to in the ASIC Form 604 – Notice of change of substantial holder signed by me and dated 9 June 2021.

Company name: Vistra Group Holdings (BVI) Limited

Signed by:



Simon Hinshelwood
Director
Vistra Group Holdings (BVI) Limited

Date: 09 / 06 / 2021



Execution version

Share Transfer Deed

Johnston Parties

Vistra Group Holdings (BVI) Limited (**Optionholder**)
Each **Shareholder Party** listed in Schedule 1

Share Transfer Deed

Johnston Parties

| | |
|---|-----------|
| Details | 3 |
| Agreed terms | 4 |
| 1. Defined terms & interpretation | 4 |
| 2. Sale and purchase | 6 |
| 3. Completion | 6 |
| 4. Termination | 7 |
| 5. Confidentiality & public announcements | 7 |
| 6. Trustee provisions | 8 |
| 7. Notices and other communications | 8 |
| 8. Miscellaneous | 9 |
| Schedule 1 – Shareholder Parties | 11 |
| Schedule 2 – Sale Shares | 12 |
| Signing pages | 13 |

Details

Date 5 June 2021

Parties

| | |
|-----------------|--|
| Name | Vistra Group Holdings (BVI) Limited |
| Short form name | Optionholder |
| Notice details | Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands Email: Simon.Hinshelwood@vistra.com Attention: Simon Hinshelwood |

| | |
|-----------------|---|
| Name | The Shareholder Parties listed in Schedule 1 |
| Short form name | As specified in Schedule 1 |
| Notice details | As specified in Schedule 1 |

Background

- A The Optionholder is party to the Call Option Deed with the Shareholder Parties.
- B The Shareholder Parties agree to transfer to the Optionholder and the Optionholder agrees to receive from the Shareholder Parties the Sale Shares on and in accordance with the terms of this deed.
- C Upon Completion, the Call Option Deed will terminate.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed:

ASIC means the Australian Securities and Investments Commission.

Associate of a Party means any shareholder, investor, director, partner, trustee, officer, employee, agent or representative of that Party and each consultant and/or adviser to that Party in connection with the transactions contemplated under this deed. In relation to the Optionholder, Associate includes: (i) any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, Baring Private Equity Asia Group Limited or Stichting Kowloon Nominees; (ii) any fund managed or advised directly or indirectly by Baring Private Equity Asia Group Limited or Stichting Kowloon Nominees any person described in (i); (iii) any company in which any fund described in (ii) directly or indirectly holds any securities; and (iv) any shareholder, investor, director, partner, trustee, officer, employee, agent, representative, consultant and/or adviser of any entity described in (i), (ii) or (iii).

Call Option Deed means the 'Call Option Deed' dated 9 March 2021 between the Optionholder and the Shareholder Parties.

CHES has the meaning given to that term in the Operating Rules.

Completion means settlement of the sale of the Sale Shares in accordance with clause 2.

Completion Date means:

- (a) 9 June 2021; or
- (b) such other date as agreed in writing by the Optionholder and the Shareholder Parties.

Confidential Information means:

- (a) the Parties' negotiations leading to their reaching the agreement recorded in this deed; and
- (b) the terms and conditions of this deed.

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

Encumbrance means a mortgage, charge, pledge, lien, hypothecation, encumbrance, security interest (including as defined under the *Personal Property Securities Act 2009* (Cth)), title retention, preferential right, trust arrangement, contractual right of set off or any other security agreement or arrangement in favour of any person and includes any agreement to grant or create any of these and **Encumber** has a corresponding meaning.

Law means in respect of a Party:

- (a) any law or any requirement under law, including at common law, in equity, under any statute, regulation or by law (including any fiduciary duty);
- (b) any binding decision or directive, or published policies, standards or guidelines, of any Regulatory Authority; and
- (c) any binding code including any code of practice,

in any jurisdiction that is applicable to it.

Mainstream means Mainstream Group Holdings Limited (ACN 112 252 114).

Operating Rules means the operating rules of a clearing and settlement facility regulating the settlement, clearing and registration of uncertificated shares as amended, varied or waived (whether in respect of Mainstream or generally) from time to time.

Parties means:

- (a) the Optionholder; and

(b) the Shareholder Parties,

and **Party** means each of them (as the context requires).

person includes individuals, partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies.

Purchase Price means \$1.4775 per Sale Share.

Regulatory Authority includes, in any jurisdiction:

- (a) a government or governmental, semi-governmental or judicial entity or authority;
- (b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (c) any regulatory organisation established under statute.

Regulatory Requirement means a requirement by law or by any notice, order, regulation, or rule, or published policy of any Regulatory Authority which is binding upon or applies to a Party.

Related Body Corporate has the meaning given to that term in section 50 of the Corporations Act, but, without limitation:

- (a) a trust may be a subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share; and
- (b) an entity may be a subsidiary of a trust if it would have been a subsidiary if that trust were a corporation.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act as modified by any legislative instrument issued by ASIC.

Relevant Trust in respect of each Party who is a trustee of a trust, that trust.

Relevant Trust Deed in respect of each Party who is a trustee of a trust, the trust deed that establishes that trust.

Sale Shares means the number of Shares specified in Schedule 2 as being held by the Shareholder Parties.

Share means an ordinary share in the capital of Mainstream.

Trustee Party means a Party which is the trustee of a trust.

1.2 Interpretation

In this deed, except where context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to time is to Sydney, Australia time;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- (i) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (j) a reference to **A\$, \$AU, AUD\$, \$A** or **Australian dollar** is to Australian currency;
- (k) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect the interpretation of this deed.

1.4 Inconsistency with Call Option Deed

When a provision of this deed is inconsistent with a Call Option Deed, this deed shall prevail, and the Call Option Deed, to the extent of the inconsistency, will be invalid.

1.5 Obligations of the Shareholder Parties

- (a) Notwithstanding anything else in this deed, the representations, undertakings and indemnities provided by each Shareholder Party in this deed are provided by that Shareholder Party in its own capacity and solely in respect of itself or the Sale Shares it holds.
- (b) Where an obligation or liability arising under or in connection with this deed is expressed to be an obligation of the Shareholder Parties, then that obligation or liability is imposed severally on the Shareholder Parties.

2. Sale and purchase

2.1 Sale and purchase

The Shareholder Parties agree to sell and transfer to the Optionholder, and the Optionholder agrees to purchase from the Shareholder Parties, the Sale Shares for the Purchase Price on the terms and conditions of this deed.

2.2 Transfer free from Encumbrances

The Sale Shares must be transferred free from any Encumbrance and with all rights, including dividend rights, attached or accruing to them on and from the date of this deed.

3. Completion

3.1 Time and place of Completion

Completion of the sale and purchase of the Sale Shares will take place at 10.00am on the Completion Date at the offices of MinterEllison at Level 40, Governor Macquarie Tower, 1 Farrer Place, Sydney, New South Wales 2000, Australia.

3.2 Steps to occur at Completion

On the Completion Date:

- (a) the Shareholder Parties must transfer or procure the transfer of the Sale Shares to the Optionholder; and
- (b) the Optionholder and the Shareholder Parties must execute and deliver all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares is transferred from the Shareholder Parties to the Optionholder free from all Encumbrances.

3.3 Transfers

The Sale Shares are deemed to have been transferred pursuant to clause 3.2(b):

- (a) on the transfer of title in accordance with the Operating Rules and procedures of CHES (or such other computer based system which provides for the recording and transfer of title by way of electronic entries, delivery and transfer of title, used by Mainstream from time to time); or
- (b) by such other manner as agreed between the parties.

3.4 Payment of Purchase Price

If each Shareholder Party complies with its obligations under clause 3.2, the Optionholder agrees to pay the Purchase Price in respect of the Sale Shares to the relevant Shareholder in immediately available funds on the Completion Date.

3.5 Obligations

Each of the obligations in this clause 3 is interdependent.

4. Termination

4.1 Termination of Call Option Deeds

- (a) The Optionholder and the Shareholder Parties agree that immediately upon Completion:
 - (i) the Call Option Deed is irrevocably and unconditionally terminated;
 - (ii) the Call Option Deed has no further force or effect; and
 - (iii) they will have no further rights or obligations under the Call Option Deed.
- (b) The Optionholder and the Shareholder Parties agree that the termination under clause 4.1(a) is pursuant to clause 11.1(b) of the Call Option Deed.

5. Confidentiality & public announcements

5.1 Confidential Information

- (a) The Parties must keep the Confidential Information confidential and may only disclose the Confidential Information:
 - (i) to (and then only to the extent necessary to) enforce a term or condition of this deed;
 - (ii) where disclosure is required by Law or a Regulatory Authority; or
 - (iii) as is necessary for that Party to obtain legal or accounting advice in respect of this deed or to its auditors or insurers, reinsurers, brokers and other professional advisers.
- (b) Nothing in this deed prevents a Party from disclosing that it has entered into this deed, provided that such disclosure states that its terms and conditions are confidential.

6. Trustee provisions

6.1 Trustee limitation of liability

- (a) Each Trustee Party enters into this deed only in its capacity as trustee of its Relevant Trust and in no other capacity. A liability arising under or in connection with this deed is limited to and can be enforced against a Trustee Party only to the extent to which it can be satisfied out of property of the Relevant Trust out of which that Trustee Party is actually indemnified for the liability. This limitation of each Trustee Party's liability applies despite any other provision of this deed or any other document and extends to all liabilities and obligations of each Trustee Party in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (b) A Party may not sue any Trustee Party in any capacity other than as trustee of its Relevant Trust, including seeking the appointment of a receiver (except in relation to property of the Relevant Trust), a liquidator, an administrator or any similar person to the Trustee Party or prove in the liquidation, administration or arrangement of or affecting the Trustee Party (except in relation to property of the Relevant Trust).
- (c) The provisions of this clause 6.1 do not apply to any obligation or liability of a Trustee Party to the extent that it is not satisfied because under the trust deed establishing the Relevant Trust or by operation of law there is a reduction in the extent of that Trustee Party's indemnification out of the assets of the Relevant Trust, as a result of that Shareholder or Trustee's fraud, negligence, breach of trust or wilful default.
- (d) No attorney, agent, receiver or receiver and manager appointed in accordance with this agreement has authority to act on behalf of a Trustee Party in a way which exposes that Trustee Party to any personal liability and no act or omission of any such person will be considered fraud, negligence, breach of trust or wilful default of that Trustee Party for the purpose of clause 6.1(c).
- (e) A Trustee Party is not obliged to do or refrain from doing anything under this deed (including, without limitation, incur any liability) unless that Trustee Party's liability is limited in the same manner as set out in clauses 6.1(a) to 6.1(d).
- (f) A reference in this clause 6.1 to wilful default in relation to a Trustee Party means any wilful failure to comply with, or wilful breach by the Trustee Party of any of its obligations under this deed (**Trustee Party Obligations**), other than a failure or breach which:
 - (i) arose as a result of an act or omission by any person other than the Trustee Party or any officer, employee, affiliated entity or agent of the Trustee Party, where the performance of that act is a precondition to the performance by the Trustee Party of the Trustee Party Obligations or where the omission gave rise to the breach by the Trustee Party of the Trustee Party Obligations; or
 - (ii) is in accordance with a lawful court order or direction or required by law.
- (g) This clause 6.1 applies notwithstanding any other provision of this deed.

7. Notices and other communications

7.1 Service of notices

A notice, demand, consent, approval or communication under this deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post, facsimile or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

7.2 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;

- (b) if sent by prepaid post, on the third Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice; and
- (d) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt, transmission or sending is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

8. Miscellaneous

8.1 Alterations

This deed may be altered only in writing signed by each Party.

8.2 Approvals and consents

Except where this deed expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this deed.

8.3 Binding nature of this deed

The obligations of the Shareholder Parties and the Optionholder under this deed are binding on the heirs, executors, administrators, successors in title and permitted assigns of the Shareholder Parties and the Optionholder (as the case may be).

8.4 Assignment

A Party may only assign this deed or a right under this deed with the prior written consent of each other Party.

8.5 Costs

Other than as set out in clause 8.6, each Party must pay its own costs of negotiating, preparing and executing this deed.

8.6 Stamp duty

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this deed or a transaction contemplated by this deed, must be paid by the Optionholder.

8.7 Survival

Any indemnity or any obligation of confidence under this deed is independent and survives termination of this deed. Any other term by its nature intended to survive termination of this deed survives termination of this deed.

8.8 Counterparts

This deed may be executed in counterparts. All executed counterparts taken together will constitute one and the same instrument.

8.9 No merger

The rights and obligations of the Parties under this deed do not merge on completion of any transaction contemplated by this deed.

8.10 Entire agreement

This deed constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous verbal agreements or verbal understandings between the Parties in connection with that subject matter.

8.11 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this deed and the transaction contemplated by it.

8.12 Severability

- (a) A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.
- (b) If anything in this deed is illegal or unenforceable in one jurisdiction but not in another jurisdiction, it is severed only in respect of the operation of this deed in the jurisdiction where it is illegal or unenforceable.

8.13 Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

8.14 Relationship

Except where this deed expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

8.15 Time

Time is of the essence in this deed.

8.16 Governing law and jurisdiction

This deed is governed by the law of New South Wales, Australia, and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and the Commonwealth of Australia.

Schedule 1 – Shareholder Parties

| | |
|-----------------|---|
| Name | Byram Johnston; Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the Mainstream Investment Trust; Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the National Investment Trust |
| Short form name | Shareholder Parties |
| Notice details | Address: Unit 7, 2 Lavoni Street, Mosman NSW 2088, Australia Email: bjohnston@mainstreamgroup.com Attention: Byram Johnston |

Schedule 2 – Sale Shares

| Shareholder Party | Number of Sale Shares |
|-------------------|-----------------------|
| Johnston Parties | 4,879,251 |

Signing pages

EXECUTED as a deed

Optionholder

Executed by **Vistra Group Holdings (BVI) Limited** by its authorised representative



Signature of Authorised Representative

WSD HINSHELWOOD

Name of Authorised Representative (print)



Signature of witness

JOANNA P. LAPITT

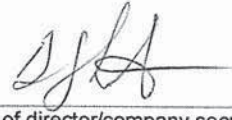
Name of witness (print)

Shareholder Parties

Executed by Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the Mainstream Investment Trust in accordance with Section 127 of the Corporations Act 2001


Signature of director

BYRAM THOMAS JOHNSTON
Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

DEBORAH FRANCES JOHNSTON
Name of director/company secretary (print)

Executed by Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the National Investment Trust in accordance with Section 127 of the Corporations Act 2001



Signature of director

BYRAM THOMAS JOHNSTON
Name of director (print)


Signature of director/company secretary
(Please delete as applicable)

DEBORAH FRANCES JOHNSTON
Name of director/company secretary (print)

Signed sealed and delivered by Byram Johnston in the presence of


Signature of witness

ALICIA GILL
Name of witness (print)


Signature of Byram Johnston