

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**

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

1. Details of substantial holder (1)

Name	Mainstream Group Holdings Limited
ACN/ARSN (if applicable)	112 252 114

The holder became a substantial holder on 09/06/2021**2. Details of voting power**

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary	13,808,805	13,808,805	9.99%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Mainstream Group Holdings Limited	A relevant interest under section 608(1)(b) and section 608(8) of the Corporations Act in relation to shares in Mainstream Group Holdings Limited in which Vistra Group Holdings (BVI) Limited has a relevant interest by virtue of a Voting Deed dated 9 June 2021, a copy of which is attached to this notice.	13,808,805 ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Mainstream Group Holdings Limited	(a) Johnston Bros Pty Ltd (b) John Plummer (c) Sodor Holdings Pty Ltd	Vistra Group Holdings (BVI) Limited	(a) 4,879,251 ordinary shares (b) 3,459,166 ordinary shares (c) 5,470,388 ordinary shares

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Mainstream Group Holdings Limited	9 June 2021	N/A	N/A	N/A

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

7. Addresses

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

Name	Address
(a) Mainstream Group Holdings Limited (b) Vistra Group Holdings (BVI) Limited (c) Johnston Bros Pty Ltd (d) Sodor Holdings Pty Ltd (e) John Plummer	(a) Level 1, 51-57 Pitt Street, Sydney, NSW 2000 (b) Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (c) Unit 7, 2 Lavoni Street, Mosman, NSW 2088 (d) 147 High St, North Sydney, NSW 2060 (e) PO Box 1242, North Sydney NSW 2060

Signature

print name **Alicia Gill** capacity **Company Secretary**

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 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or

arrangement; and

- (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, 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.
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Voting Deed Poll

Date 9 June 2021

Parties

By

Name **Vistra Group Holdings (BVI) Limited**

Short form name **Vistra**

Notice details

[REDACTED]
[REDACTED]
[REDACTED]

in favour of

Name **Mainstream Group Holdings Limited**

ACN 112 252 114

Short form name **Mainstream**

Notice details

[REDACTED]
[REDACTED]
[REDACTED]

Background

A Vistra has agreed to undertake to Mainstream to take certain actions in respect of Qualifying Control Transactions, on the terms of this deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed:

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 Vistra, 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).

Control Transaction means:

- (a) a Scheme; or
- (b) a takeover bid (as defined in the Corporations Act) by a Third Party for all of the Shares not owned by that Third Party.

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

Mainstream Directors means the directors of Mainstream.

Mainstream Shareholder means a holder of a Share.

Qualifying Control Transaction means a Control Transaction in respect of which each of paragraphs (a), (b) and (c) of this definition are satisfied:

- (a) the Control Transaction is for cash consideration that is greater than \$1.45 per Share;
- (b) the Control Transaction is recommended by a majority of the Mainstream Directors; and
- (c) if the Control Transaction is a Scheme, Mainstream:
 - (i) prior to the commencement of this deed, has entered into a binding implementation agreement in respect of the Control Transaction and such agreement is on foot and has not been terminated or expired; or
 - (ii) after the commencement of this deed, enters into a binding implementation agreement in respect of the Control Transaction and such agreement is on foot and has not been terminated or expired.

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.

Scheme means a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Mainstream and Mainstream Shareholders under which all of the Shares will be acquired by a Third Party.

Share means a fully paid ordinary share issued in capital of Mainstream.

Third Party means a person other than a party, any Related Body Corporate of a party or, in the case of Vistra, any Associate of Vistra.

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.

2. Benefit

This document is a deed poll, and:

- (a) is entered into by Vistra in favour of and for the benefit of; and
- (b) may be relied on and is enforceable by,

Mainstream, even though Mainstream is not party to this deed poll.

3. Qualifying Control Transaction

3.1 Actions in relation to Qualifying Control Transaction

Vistra undertakes to Mainstream that:

- (a) it will:

- (i) vote all of its Shares in favour of a Qualifying Control Transaction; or
 - (ii) accept all of its Shares into such Qualifying Control Transaction prior to the end of the offer period,
as applicable; and
- (b) it will not take or procure any action with the intention of preventing or delaying any Qualifying Control Transaction referred to in clause 3.1(a) or otherwise reducing the likelihood that such Qualifying Control Transaction is successfully implemented.

3.2 Transfer of Shares

If Vistra transfers any of its Shares to a Third Party other than the proponent of a Qualifying Control Transaction, it will procure that such transferee enters into a binding agreement with Mainstream that:

- (a) it will:
 - (i) vote all of its Shares in favour of a Qualifying Control Transaction; and
 - (ii) accept all of its Shares into such Qualifying Control Transaction prior to the end of the offer period,
as applicable; and
- (b) it will not take or procure any action with the intention of preventing or delaying any Qualifying Control Transaction referred to in clause 3.2(a) or otherwise reducing the likelihood that such Qualifying Control Transaction is successfully implemented.

4. General provisions

4.1 Severability

A provision of this deed that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of that provision in any other jurisdiction, nor the remainder of this deed in any jurisdiction.

4.2 Governing law and jurisdiction

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

Signing page

EXECUTED as a deed poll.

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

