



**ASX Announcement | 20 December 2022**

**Becoming a Substantial Shareholder**

On 15 December 2022, ICS Global Limited (ASX:ICS) (**ICS**) made an announcement attaching a copy of a Form 603 received from DWY (No. 1) Pty Limited (**DWY**) in relation to DWY becoming a substantial shareholder via an off-market takeover bid to acquire all the shares in ICS (**Original Form 603**).

Attached to this announcement is a copy of a replacement Form 603 issued by DWY today (**Replacement Form 603**), which replaces the Original Form 603.

Yours sincerely,

For further information, please contact:

Company

James Canning-Ure

Company Secretary

P: + 61 418 745 477

E: [info@icsglobal.com.au](mailto:info@icsglobal.com.au)

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

To Company Name/Scheme ICSGlobal Limited

ACN/ARSN ABN 72 073 695 584

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

Name DWY (No.1) Pty Ltd

ACN/ARSN (if applicable) A.C.N 664 056 320

The holder became a substantial holder on 12/12//2022

**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	281,012	281,012	2.7%

**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
Dawney & Co Ltd ACN 138 270 201	Direct	281,012 ordinary
Westferry Operations Pty Ltd ACN 103 724 073 <The Westferry Fund>		

**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
Dawney & Co Ltd ACN 138 270 201	Dawney & Co Ltd ACN 138 270 201	Dawney & Co Ltd ACN 138 270 201	281,012 ordinary

**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	

**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
Dawney & Co Ltd ACN 138 270 201	Parent company of DWY (No.1) Pty Ltd
Westferry Operations Pty Ltd ACN 103 724 073 as trustee of the Westferry Fund	Dawney & Co Ltd ACN 138 270 201 and Westferry Operations Pty Ltd ACN 103 724 073 as trustee of the Westferry Fund act or propose to act in concert in relation to the conduct and affairs of ICSGlobal Limited (Annexure A).

**7. Addresses**

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

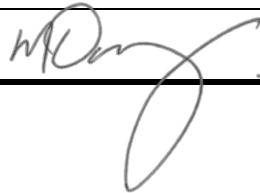
Name	Address
DWY (No.1) Pty Ltd ACN 664 056 320	PO Box 141 Hamilton Central, QLD 4007
Dawney & Co Ltd ACN 138 270 201	PO Box 141, Hamilton Central, QLD 4007
Westferry Operations Pty Ltd ACN 103 724 073 as trustee of the Westferry Fund	9 Cambridge Place, WISHART QLD 4122

**Signature**

print name **Mitch Dawney**

capacity **Director**

sign here



date **12/12/2022**

**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.

**Annexure A**

Peter Johns  
Chief Investment Officer  
Westferry Investment Group

12 December 2022

Dear Peter,

**ICSGlobal Limited (ASX:ICS)**

We confirm that Dawney & Co Ltd (**Dawney**) currently holds approximately 2.7% of the issued shares in ICS.

We understand that Westferry Operations Pty Ltd as trustee for the Westferry Fund (**Westferry**) currently holds no shares in ICS.

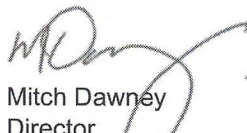
We note under the loan deed, dated 8 December 2022, between Westferry and DWY (No.1) Pty Ltd (**DWY**), a wholly owned subsidiary of Dawney, Westferry has the right to call and DWY has the right to put target (ICS) Shares at the Offer price to recover/repay the outstanding balance. As such, depending on acceptance levels of the recently announced takeover Offer by DWY (No.1) Pty Ltd (**Offer**), Westferry may become a substantial or controlling shareholder in ICS.

The sole purpose of this letter is to set out the terms upon which DWY and Westferry would agree to be "associates" of each other for the purposes of Chapter 6 of the Corporations Act by virtue of acting or proposing to act in concert with respect to the conduct and affairs of ICS.

Kindly confirm your confirmation of this agreement by countersigning this letter.

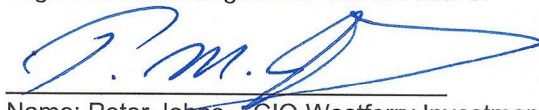
Please be advised that for the purposes of the Offer, DWY will be required to disclose its association with Westferry. As an "associate" of DWY you will be deemed to have a relevant interest in shares in ICS held by DWY from time to time and will need to be aware of the disclosure obligations arising under the Corporations Act should you become a substantial shareholder of ICS.

Yours sincerely,



Mitch Dawney  
Director  
DWY (No. 1) Pty Ltd

I agree to the arrangements set out above.



Name: Peter Johns – CIO Westferry Investment Group

# Unsecured Loan Deed

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Westferry Operations Pty Ltd ACN 103 724 072 as trustee for the Westferry Fund (**Financier**)

DWY (No. 1) Pty Ltd ACN 664 056 320 (**Borrower**)

Contact - Brian Moller, Partner, [b.moller@hopgoodganim.com.au](mailto:b.moller@hopgoodganim.com.au)

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## Date

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8 December 2022

## Parties

Westferry Operations Pty Ltd ACN 103 724 072 as trustee for the Westferry Fund (**Financier**)

DWY (No 1) Pty Ltd ACN 664 056 320 (**Borrower**)

## It is agreed

### 1. Reference Schedule, definitions and interpretation

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#### 1.1 Reference Schedule

Where a term used in this deed appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

<b>Financier's Address Details</b> <i>(see clause 6.4)</i>	Address: 9 Cambridge Place, Wishart, QLD 4122 Facsimile: Electronic Mail: Attention: Peter Johns
<b>Borrower's Address Details</b> <i>(see clause 6.4)</i>	Address: PO Box 141, Hamilton Central , Queensland Facsimile: Electronic Mail: Attention: Mitch Dawney
<b>Interest Payment Date</b> <i>(see clause 2.2)</i>	Not applicable
<b>Interest Rate</b> <i>(see clause 2.2)</i>	Nil % per annum
<b>Loan</b>	The principal sum of \$ 2,000,000
<b>Repayment Date</b> <i>(see clause 2.1)</i>	12 months from completion of the Offer

#### 1.2 Definitions

In this deed:

**Amount Owing** means at any time all money then due and payable or which will or may become due for payment under this deed to the Financier.





**Authorised Officer** of a party which is a corporation means:

- (a) an employee of the party whose title contains either of the words Director or Manager;
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the party to act as an Authorised Officer for the purposes of this deed.

**Bidder's Statement** means the statement of Bidder under Part 6.5 Division 2 of the *Corporations Act* relating to the Offer;

**Business Day** means:

- (a) if determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Brisbane.

**Controller** has the meaning given in section 9 of the *Corporations Act*.

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

**Encumbrance** means in relation to any property:

- (a) a Security Interest over the property;
- (b) a writ of execution or monetary claim affecting the property;
- (c) an estate, interest, claim or arrangement affecting the property;
- (d) a contract of sale or option to purchase or acquire the property;
- (e) an agreement to grant, create, allow or register any of these,

whether the Encumbrance is registered or unregistered, statutory, legal or equitable.

**External Administrator** means an administrator, Controller, trustee, provisional liquidator, liquidator or any other person holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.

**Government Body** means:

- (a) any person, body, politic or other thing exercising an executive, legislative, judicial or other governmental function of any country or political subdivision of any country;
- (b) any public authority constituted by or under a law of any country or political subdivision of any country; and
- (c) any person deriving a power directly or indirectly from any other Government Body.

**ICS** means ICSGlobal Limited (ABN 72 073 695 584).

**ICS Shares** means ordinary shares in ICS.

**Insolvency Event** means:

- (a) in relation to any corporation:
  - (1) its Liquidation;
  - (2) an External Administrator is appointed in respect of the corporation or any of its property;
  - (3) the corporation ceases or threatens to cease to carry on its business;
  - (4) the corporation being deemed to be, or stating that it is, unable to pay its debts when they fall due;
  - (5) any other ground for Liquidation or the appointment of an External Administrator occurs in relation to the corporation;
  - (6) the corporation resolves to enter into Liquidation; and
  - (7) an application being made which is not dismissed or withdrawn within ten Business Days for an order, resolution being passed or proposed, a meeting being convened or any other action being taken to cause or consider anything described in paragraphs (1) to (6) (inclusive) above;
- (b) in relation to an individual, that person becoming an insolvent under administration as defined in section 9 of the Corporations Act; and
- (c) in relation to any person, anything analogous to or having a similar effect to anything described above in this definition under the law of any relevant jurisdiction.

**Liquidation** means:

- (a) a winding up or liquidation (whether voluntary or involuntary), provisional liquidation, dissolution, bankruptcy or other analogous proceeding; or
- (b) an arrangement, assignment, composition or moratorium with or for the benefit of creditors or any class or group of creditors (including, without limitation, an administration or arrangement under part 5.3A of the Corporations Act).

**Obligation** means any obligation, commitment, liability, covenant, undertaking or duty whether arising by operation of law, in equity or by statute and whether expressed or implied.

**Offer** means the Borrower's offer to acquire ICS Shares as contained in the Bidder's Statement.

**Offer Period** means the period during which the Offer will remain open for acceptance in accordance with the Bidder's Statement.

**Power** means any right, power, authority, discretion or remedy conferred on the Financier by this deed or any applicable law.

**PPS Act** means the *Personal Property Securities Act 2009* (Cth).

**Purchase Price** has the meaning in clause 6.

**Reference Schedule** means the schedule in clause 1.1.

**Representative** means, in relation to a person, that person's officers, employees, contractors and agents.

**Security Interest** means:

(a) an interest in or right:

- (1) reserved over property (including any retention of title to property or any right to set off or withhold payment of any deposit or other money);
- (2) created or otherwise arising over property under a mortgage, charge, bill of sale (as defined in any relevant statute), lien, pledge, trust or right; or
- (3) by way of security for the payment of a debt or other monetary Obligation or the performance of or compliance with any other Obligation;

(a) any instrument or transaction which reserves, constitutes or evidences the interests and rights referred to in paragraph (a); and

(b) any other interest which constitutes a security interest as that term is defined in the PPS Act.

**Tax** means any present or future tax, levy, deduction, impost, withholding, charge or duty which is levied or imposed by any Government Body together with any interest, penalty or fine on those amounts.

## 1.3 Interpretation

(a) Unless the contrary intention appears, a reference in this deed to:

- (1) this deed or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties;
- (2) one gender includes the others;
- (3) the singular includes the plural and the plural includes the singular;
- (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, Government Body or other entity includes any other of them;
- (5) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
- (6) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this deed and a reference to this deed includes any schedule or attachment;
- (7) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
- (8) money is to Australian dollars, unless otherwise stated; and

- (9) a time is a reference to Brisbane time unless otherwise specified.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this deed.
- (e) A provision of this deed must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of this deed or the inclusion of the provision in this deed.

## 1.4 Business Days

- (a) If anything under this deed must be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (b) If an act is required to be done on a particular day it must be done before 5.00pm on that day or it will be considered to have been done on the following day.

## 1.5 Parties

- (a) If a party consists of more than one person, this deed binds each of them separately and any two or more of them jointly.
- (b) An agreement, Obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.
- (c) An agreement, Obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.

## 2. Loan and repayment

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### 2.1 Drawdown

- (a) The Borrower shall be entitled to drawdown the Loan in stages by giving a notice in writing to the Financier of the amount required. (**Drawdown Notice**)
- (b) The Financier shall provide the amount of the Loan specified in a Drawdown Notice on the Business Day after receipt of the Drawdown Notice.

### 2.2 Acknowledgement and agreement

Subject to the exercise of the rights under ;

- (a) a Call Option ; and/or
- (b) a Put Option ,

the Borrower agrees that it will pay or repay the Amount Owing to the Financier on the Repayment Date.

## 2.3 Interest

The Borrower shall not be required to pay to the Financier interest on the outstanding balance of the Loan.

## 3. Options

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### 3.1 Grant of Call Option

The Borrower grants to the Financier an option for such number of ICS Shares acquired by the Borrower under the Offer as may be required to repay the Amount Owing. **(Call Option)**

### 3.2 Grant of Put Option

The Financier grants to the Borrower an option for such number of ICS Shares acquired by the Borrower under the Offer as may be required to repay the Amount Owing. **(Put Option)**

## 4. Exercise of options

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### 4.1 Option Notice

- (a) The holder of the Call Option may only be entitled to exercise the Call Option after completion of the Offer Period by serving an Option Notice on the Borrower at any time during the term of the Loan specifying the number of ICS Shares to be acquired by the Financier each at the Offer Price. **(Call Option Notice)**
- (b) The Borrower may only be entitled to exercise the Put Option after completion of the Offer Period by serving an Option Notice on the Financier specifying the number of ICS Shares to be acquired by the Financier each at the Offer Price. **(Put Option Notice)**

### 4.2 Agreement for sale and purchase

- (a) Exercise of ;
  - (1) a Call Option; and/or
  - (2) a Put Option ,(collectively and individually each an **Option**) in the manner provided in clause 4.1 constitutes an agreement for the sale and purchase of the ICS Shares specified in a Call Option Notice and/or Put Option Notice , as the case may be **(Sale Shares)** on the terms described in this deed.
- (b) If an Option is exercised, no other option is capable of being exercised for the Sale Shares.

## 5. Completion Date

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Following the exercise of any Option, the Financier must pay the Purchase Price to the Borrower on the fifth Business Day after the service of ;

- (a) the Call Option Notice; and /or

- (b) the Put Option Notice , as the case may be ,  
(**Completion Date**) by way of reducing the Amount Owing by the Purchase Price in exchange for the Borrower delivering to the Financier :
- (c) all instruments necessary to transfer the Sale Shares to the Financier;
- (d) all statements of holding (where applicable) for the Sale Shares; and
- (e) evidence, satisfactory to the Financier , that all Encumbrances over the Sale Shares are discharged on and from the Completion Date and all documents necessary to reflect such discharges.

## 6. Purchase Price

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The Purchase Price for the Sale Shares will be the amount calculated as follows:

$$PP = NSS \times OP$$

Where :

**PP** = Purchase Price

**NSS** = the number of Sale Shares

**OP** = the Offer Price

## 7. Indemnities

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### 7.1 Indemnity

The Borrower indemnifies and must keep the Financier indemnified against any liability, loss, cost or expense (including, without limitation, legal costs on a full indemnity basis) which the Financier pays or incurs in exercising any Power or as a result of or in connection with any default by the Borrower in performing or observing any of the Borrower's Obligations under this deed.

### 7.2 Overdue amounts

All money referred to in clause 7.1 must be paid by the Borrower on demand and interest on that money will be payable at the Interest Rate from the time the money was paid by the Financier or the liability of the Financier to pay was incurred until the actual time of payment.

## 8. Default

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Despite anything else in this deed the Amount Owing will, at the option of the Financier, immediately become due and payable by the Borrower to the Financier (despite any delay or previous waiver of the provisions of this clause 8 by the Financier) if:

- (a) the Borrower defaults in making any payment due under this deed;
- (b) the Borrower fails to perform any of its Obligations under this deed;

- (c) an Insolvency Event occurs in respect of the Borrower; or
- (d) a distress, attachment, sequestration or other execution is levied or enforced upon or against any part of the property of the Borrower.

## 9. Balance of Amount Owing

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A certificate by the Financier is prima facie evidence of the existence of the Borrower's debt under this deed and of the balance of the Amount Owing.

## 10. Notices

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### 10.1 Form

Any notice or other communication to or by any party must be:

- (a) in writing and in the English language;
- (b) addressed to the address of the recipient shown in this deed or to such other address as it may have notified the sender; and
- (c) be signed by the party or by an Authorised Officer of the sender.

### 10.2 Manner

In addition to any other method of service authorised by law, the notice may be:

- (a) personally served on a party;
- (b) left at the party's current address for service;
- (c) sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail;
- (d) sent by facsimile to the party's current numbers for service; or
- (e) sent by electronic mail to the party's electronic mail address.

### 10.3 Time

If a notice is sent or delivered in the manner provided in clause 10.2 it must be treated as given to or received by the addressee in the case of:

- (a) delivery in person, when delivered;
- (b) delivery by post:
  - (1) in Australia to an Australian address, the fourth Business Day after posting; or
  - (2) in any other case, on the tenth Business day after posting;
- (c) facsimile, when a transmission report has been printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number; or

- (d) electronic mail, when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee,

but if delivery is made after 5.00pm on a Business Day it must be treated as received on the next Business Day in that place.

## 10.4 Initial details

The addresses and numbers for service are initially:

- (a) for the Financier, those set out in the Financier's Address Details; and
- (b) for the Borrower, those set out in the Borrower's Address Details.

## 10.5 Changes

A party may from time to time change its address or numbers for service by notice to the other party.

## 11. Governing law and jurisdiction

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### 11.1 Governing law

This deed is governed by and construed in accordance with the laws of Queensland.

### 11.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within paragraph 7.2(a).

## 12. Miscellaneous

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### 12.1 Exercise rights

A single or partial exercise or waiver by a party of any right under or relating to this deed will not prevent any other exercise of that right or the exercise of any other right.

### 12.2 Legal effect

Each party acknowledges and agrees for the benefit of each other party that this document is intended to take effect as a deed. Each party executes this document with the intention that it will be immediately legally bound by this document.

### 12.3 Merger

If the liability of a party to pay money under this deed becomes merged in any deed, judgment, order or other thing, the party liable must pay interest on the amount owing from time to time



under that deed, judgment, order or other thing at the higher of the rate payable under this deed and that fixed by or payable under that deed, judgment, order or other thing.

## 12.4 **Moratorium legislation**

Any law which varies prevents or prejudicially affects the exercise by a party of any right, power or remedy conferred on it under this deed is excluded to the extent permitted by law.

## 12.5 **No assignment**

A party must not assign, transfer or novate all or any part of its rights or obligations under or relating to this deed or grant, declare, create or dispose of any right or interest in it, without the prior written consent of each other party.

## 12.6 **Remedies cumulative**

The rights and remedies under this deed are cumulative and not exclusive of any rights or remedies provided by law.

## 12.7 **Indemnities**

Subject to any other provision of this deed, the indemnities in this deed are continuing obligations, independent from the other obligations of the parties under this deed and continue after this deed ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this deed.

## 12.8 **Severability**

If a provision of this deed is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

## 12.9 **Further assurance**

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to this deed and the transactions contemplated by it.

## 12.10 **Costs**

The Borrower is responsible for all its own costs and all costs incurred by the Financier in the negotiation and performance of this deed including legal costs.

## 12.11 **Taxes**

The Borrower must:

- (a) pay all Taxes which may be payable or determinable in connection with the execution, delivery, performance or enforcement of this deed or any payment or receipt or of any transaction contemplated by this deed; and
- (b) indemnify the Financier against any liabilities resulting from any delay or omission by the Borrower to pay any Taxes.

## 12.12 Time

- (a) Time is of the essence of the Borrower's Obligations under this deed.
- (b) If the parties agree to vary a time requirement in relation to the Borrower's Obligations, the time requirement so varied is of the essence of this deed.
- (c) An agreement to vary a time requirement must be in writing.

## 12.13 Variation

An amendment or variation to this deed is not effective unless it is in writing and signed by the parties.

## 12.14 Waiver

- (a) A party's waiver of a right under or relating to this deed, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party.
- (b) No other act, omission or delay by a party will constitute a waiver of a right.

## 12.15 Counterparts

This deed may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of this deed may deliver it to, or exchange it with, another party by:

- (a) faxing; or
  - (b) emailing a pdf (portable document format) copy of,
- the executed counterpart to that other party.

## 12.16 Whole agreement

This deed:

- (a) is the entire agreement and understanding between the parties relating to the subject matter of this deed; and
- (b) supersedes any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.

# Unsecured Loan Deed



## Signing page

Executed as a deed by Westferry Operations  
Pty Ltd ACN 103 724 072 as trustee for the  
Westferry Fund

Director/Sole Director/Sole Director and Secretary

PETER MATTHEW JOHNS

Print full name of Director/Sole Director

Director/Secretary (if applicable)

ANDREW JOHN BROWN

Print full name of Director/Secretary

Executed as a deed by DWY (No. 1) Pty  
Ltd ACN 664 056 320

Director/Sole Director/Sole Director and Secretary

Kerry John Daly

Print full name of Director/Sole Director

Director/Secretary (if applicable)

Mitchell David Dawney

Print full name of Director/Secretary