#### Form 603

Corporations Act 2001 Section 671B

# Notice of initial substantial holder

To Company Name/Scheme Imagion Biosystems Limited

ACN/ARSN ACN 616 305 027

1. Details of substantial holder (1)

Name Imagion Biosystems Limited ACN 616 305 027

ACN/ARSN (if applicable) As above

The holder became a substantial holder on 21 June 2017

#### 2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	112,533,378	112,533,378	55.23%

#### 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
Imagion Biosystems Limited	Deemed relevant interest under section 608(1)(c) of the Corporations Act, arising from the restriction on the disposal of shares under ASX Restriction Agreements disclosed in Imagion Biosystems Limited's Replacement Prospectus dated 30 May 2017. See Annexure B for a copy of the pro-forma Appendix 9A of the ASX Listing Rules for the form of the ASX Restriction Agreement. Imagion Biosystems Limited has no right to acquire or dispose of these shares, or to control the voting rights attaching to these shares.	112,533,378 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:

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Halder at relevant interest		Person entitled to be registered as holder (8)	Class and number of securities		
Imagion Biosystems Limited	Those holders listed in Annexure A	Those holders listed in Annexure A	112,533,378 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:

No consideration was paid by Imagion Biosystems Limited. Imagion Biosystems Limited has no right to acquire these shares that are subject to the escrow arrangements, as noted in paragraph 3 above.

#### 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
Imagion Biosystems Limited	Level 8, 555 Bourke Street, Melbourne VIC 3000
Holders listed in Annexure A	Refer to Annexure A

#### Signature

print name Jovanka Naumoska	capacity	Company Secretary
sign here Alloman	date	20 July 2017

#### **DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

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

- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

This is Annexure A of 6 pages referred to in ASIC Form 603 (Notice of Initial Substantial Holder) lodged by Imagion Biosystems Limited ACN 616 305 027.

Signed:

Jovanka Naumoska Company Secretary

Dated: 20 July 2017

Registered Holder	Address	TOTAL ORDINARY SHARES SUBJECT TO ESCROW	Ordinary Shares Escrowed 12 Months from Date of Admission	Ordinary Shares Escrowed 12 Months to 7 Feb 2018	Ordinary Shares Escrowed 24 Months from Quotation
Mr Kemper Shaw	PO Box 656 BONDI JUNCTION NSW 1355	1,425,930	0	1,425,930	0
Mr Kemper Shaw	PO Box 656 BONDI JUNCTION NSW 1355	954,548	0	954,548	0
Weiner Pty Ltd	PO Box 656 BONDI JUNCTION NSW 1355	340,850	0	340,850	0
William Taylor Nominees Pty Ltd	PO Box 656 BONDI JUNCTION NSW 1355	2,380,478	0	2,380,478	0
Altinova Nominees Pty Ltd	Level 2, 66 Hunter Street SYDNEY NSW 2000	122,727	0	122,727	0
Gleneagle Asset Management <alium a="" alpha="" c="" fund=""></alium>	Level 8 Kyle House 27-31 Macquarie Place SYDNEY NSW 2000	1,020,059	0	1,020,059	0
Mr Todd John Hoare	432 Bourke Street SURRY HILLS NSW 2010	2,377,941	0	2,377,941	0
Spring Sydney Pty Ltd	9/203 Birrell Street WAVERLEY NSW 2024	61,363	0	61,363	0
C & R Maher Pty Ltd <the a="" c="" c&r="" family="" maher=""></the>	4/73 Wallaroy Road WOOLLAHRA NSW 2025	20,454	0	20,454	0
Mr Andrew Justin Walsh	143 Queen Street WOOLLAHRA NSW 2025	20,455	0	20,455	0
LTL Capital Pty Ltd <ltl a="" c="" capital=""></ltl>	16 Murriverie Road NORTH BONDI NSW 2026	409,091	0	409,091	0
Mr Michael Francis Correa	18 Vaucluse Road VAUCLUSE NSW 2030	20,454	0	20,454	0
Mr Scott Philip Kirkland	1 Greenwood Avenue SOUTH COOGEE NSW 2034	67,500	0	67,500	0

Vulture Fish Pty Ltd	401/57 Upper Pitt Street KIRRIBILLI NSW 2061	225,000	0	225,000	0
Fordham Speers Pty Ltd <fordham a="" c="" f="" s="" speers=""></fordham>	7 Cairo Street CAMMERAY NSW 2062	20,454	0	20,454	0
Dojo Holdings Pty Ltd <squire a="" c="" family=""></squire>	13 Alan Avenue SEAFORTH NSW 2092	81,818	0	81,818	0
Raya Investments Pty Ltd <raya a="" c=""></raya>	2 Magnolia Lane SEAFORTH NSW 2092	143,100	0	143,100	0
Ms Charlote Corbett	14 Bella Vista Court WARRIEWOOD NSW 2102	20,454	0	20,454	0
Bridgeview Trading Pty Ltd	2501/1 Australia Avenue SYDNEY OLYMPIC PARK NSW 2127	143,100	0	143,100	0
Walsh Prestige Pty Ltd <walsh a="" c="" family=""></walsh>	38 Bundilla Parade BERKELEY VALE NSW 2261	157,500	0	157,500	0
Drapua Capital Pty Ltd	31 Sandpiper Drive BURLEIGH WATERS QLD 4220	22,500	0	22,500	0
Sto Capital Pty Ltd	31 Sandpiper Drive BURLEIGH WATERS QLD 4220	22,500	0	22,500	0
Big Oat Pty Ltd	203 Wattle Street MALVERN SA 5061	22,500	0	22,500	0
Mr Kiril Dennis Boitcheff & Mrs Suzanne Janet Boitcheff <seaview a="" c="" fund="" super=""></seaview>	PO Box 424 VIRGINIA SA 5120	81,900	0	81,900	0
Asenna Wealth Solutions Pty Ltd	Level 7 564 St Kilda Road MELBOURNE VIC 3004	1,431,818	0	1,431,818	0
Asenna Wealth Solutions Pty Ltd	Level 7 564 St Kilda Road MELBOURNE VIC 3004	916,604	0	916,604	0
Mr Michele Chiodo	PO Box 261 GREENSBOROUGH VIC 3088	604,562	0	604,562	0
Healthville Investments Pty Ltd <dr a="" c="" chiodo="" robert=""></dr>	PO Box 261 GREENSBOROUGH VIC 3088	604,856	0	604,856	0
Arision Pty Ltd <jare a="" c="" fund="" super=""></jare>	PO Box 3078 DONCASTER EAST VIC 3109	2,052,128	0	2,052,128	0
Mr Robert William Proe	8 Fellows Street HUGHESDALE VIC 3166	401,632	0	308,250	93,382
Frimate Pty Ltd	PO Box 272 ELSTERNWICK VIC 3185	81,818	0	81,818	0
Tuff Turf Pty Ltd	47 Shearson Crescent MENTONE VIC 3194	127,727	0	127,727	0
Mr Michael Richard Porter & Mrs Patricia Mary Porter	1 Durham Street NEWINGTON VIC 3350	81,818	0	81,818	0
Mr Joshua Mason Chadwick	4 Bramall Street EAST PERTH WA 6004	8,181	0	8,181	0
Paul Edric O'Hanlon	8/135 Royal Street EAST PERTH WA 6004	73,620	0	73,620	0

Derek Anthony Barlow <barlow a="" c="" family=""></barlow>	18 View Street SUBIACO WA 6008	142,837	0	142,837	0
Brooksbury Pty Ltd <the a="" c="" coxon="" fund="" super=""></the>	PO Box 8104 SUBIACO EAST WA 6008	40,909	0	40,909	0
Busso Holdings Pty Ltd <bew a="" c=""></bew>	96 Olive Street SUBIACO WA 6008	49,091	0	49,091	0
Mr Brian Cole	225 Hamersley Road SUBIACO WA 6008	163,636	0	163,636	0
Yardie (WA) Pty Ltd <aw a="" c="" family="" smith=""></aw>	24 Jasmine Avenue SUBIACO WA 6008	402,272	0	102,272	300,000
Mac Equity Partners (International) Pty Ltd	PO Box 3096 Broadway NEDLANDS WA 6009	14,567	0	0	14,567
Pheakes Pty Ltd <senate a="" c=""></senate>	81 Philip Road DALKEITH WA 6009	114,525	0	114,525	0
Burley WA Pty Ltd <burley a="" c="" investment=""></burley>	32A Mayfair Street MOUNT CLAREMONT WA 6010	40,909	0	40,909	0
Mr Timothy Burley Chapman	25 Reeve Street SWANBOURNE WA 6010	72,371	0	0	72,371
Mr Michael Grove & Mrs Jane Grove <gladgrove a="" c="" fund="" super=""></gladgrove>	10 Wood Street SWANBOURNE WA 6010	187,060	0	187,060	0
Leisurewest Consulting Pty Ltd <leisurewest a="" c=""></leisurewest>	90 Clement Street SWANBOURNE WA 6010	203,704	0	203,704	0
Blue Albatross Pty Ltd	37 Napier Street COTTESLOE WA 6011	203,977	0	203,977	0
Mr Richard Hugo Hamersley	37 Napier Street COTTESLOE WA 6011	183,270	0	183,270	0
Mr Richard Hugh Hamersley	37 Napier Street COTTESLOE WA 6011	122,727	0	122,727	0
Thomas James Loh	7 Greenham Street COTTESLOE WA 6011	40,909	0	40,909	0
Benjamin Llewelyn Moss	8 Sea View Terrace COTTLESLOE WA 6011	40,909	0	40,909	0
Mr Richard George Douglas Reading	6 Henry Road COTTESLOE WA 6011	40,909	0	40,909	0
Mr Richard Reading	6 Henry Road COTTESLOE WA 6011	187,204	0	187,204	0
Tejiman Holdings Pty Ltd	23A View Street PEPPERMINT GROVE WA 6011	102,272	0	102,272	0
Terence William Joseph Walsh	18 Irvine Street PEPPERMINT GROVE WA 6011	102,272	0	102,272	0
Riverview Corporation Pty Ltd	3 Minim Close MOSMAN PARK WA 6012	102,273	0	102,273	0
Hilary Somerville Statham & Thomas Charles Statham <merlin a="" c="" fund="" super=""></merlin>	20 Fairlight Street MOSMAN PARK WA 6012	81,818	0	81,818	0
Mrs Hilary Somerville Stratham & Mr Thomas	20 Fairlight Street	122,222	0	122,222	0

Charles Stratham <merlin a="" c="" fund="" super=""></merlin>	MOSMAN PARK NSW 6012				
Mr Hugh James Pilgrim	95 Birkdale Street FLOREAT WA 6014	33,359	0	16,363	16,996
Mrs Maria Noreen Pilgrim	95 Birkdale Street FLOREAT WA 6014	20,454	0	20,454	0
Mr David James Wall <the a="" c="" reserve=""></the>	21 North Banff Road FLOREAT WA 6014	114,525	0	114,525	0
Straight Lines Holdings Pty Ltd	Unit 17 16 Perina Way CITY BEACH WA 6015	204,545	0	204,545	0
Zerrin Investments Pty Ltd	4 Clovelly Road CITY BEACH WA 6015	97,950	0	97,950	0
Chelsea Investments (WA) Pty Ltd	48 Buntine Road WEMBLEY DOWNS WA 6019	97,950	0	97,950	0
Mr Alexander Bevington Rovira	2/82 Dover Road SCARBOROUGH WA 6019	72,371	0	0	72,371
Mrs Megan Leanne Johnson	17 Geordie Rise SORRENTO WA 6020	325,864	0	325,864	0
Jetmax Trading Pty Ltd	Suite 10 16 Brodie Hall Drive BENTLEY WA 6102	81,818	0	81,818	0
Mr Shannon Michael Coleman	Unit 3 6 Strickland Street SOUTH PERTH WA 6151	46,841	0	46,841	0
Allview Holdings Pty Ltd	2B Fraser Road APPLECROSS WA 6153	81,818	0	81,818	0
Moss Wood Holdings Pty Ltd <moss a="" c="" fund="" super="" wood=""></moss>	18B Tain Street APPLECROSS WA 6153	97,934	0	97,934	0
JP Security Holdings Pty Ltd <jp a="" c=""></jp>	Unit 8 17 Amherst Street FREMANTLE WA 6160	204,545	0	204,545	0
JP Security Holdings Pty Ltd <cj a="" c="" holdings="" security=""></cj>	Unit 8 17 Amherst Street FREMANTLE WA 6160	145,957	0	0	145,957
Nicholas John Levis & Kerry Ivy Levis <nj &="" ki<br="">Levis Super A/C&gt;</nj>	9 Quadrant Rise HALLS HEAD WA 6210	20,454	0	20,454	0
Boston Legal Services Pty Ltd <unit a="" c=""></unit>	RMB 1347C Grange Road BRIDGETOWN WA 6255	40,741	0	40,741	0
Kamala Holdings Pty Ltd <asten a="" c="" discretionary=""></asten>	RMB 1347C Grange Road BRIDGETOWN WA 6255	57,272	0	57,272	0
Greensea Investments Pty Ltd	PO Box 10477 KALGOORLIE WA 6433	40,909	0	40,909	0
Oofy Prosser Pty Ltd < Drones Family A/C>	PO Box 1458 WEST PERTH WA 6872	40,909	0	40,909	0
Covert Force Pty Ltd <the a="" c="" f="" munga="" s=""></the>	PO Box 1526 SUBIACO WA 6904	30,550	0	30,550	0

Mr Brent David Coxon <sokan a="" c="" disc=""></sokan>	PO Box 1526 SUBIACO WA 6904	26,474	0	26,474	0
Justin Gilmour & Justine Gilmour <gilmour a="" c="" super=""></gilmour>	PO Box 258 SUBIACO PO WA 6904	40,905	0	40,905	0
Pamplona Capital Pty Ltd	PO Box 1526 SUBIACO WA 6904	203,664	0	203,664	0
Pamplona Investments Pty Ltd	PO Box 1526 SUBIACO WA 6904	1,067,360	0	0	1,067,360
6466 Investments Pty Ltd	PO Box 752 COTTESLOE WA 6911	81,818	0	81,818	0
Mr Ryan Michael Laws	PO Box 5394 EAST VICTORIA PARK WA 6981	16,996	0	0	16,996
Unified Power Solutions Pty Ltd	PO Box 5394 EAST VICTORIA PARK WA 6981	45,000	0	45,000	0
Termco Pty Ltd	PO Box 313 WELSHPOOL DC WA 6986	97,949	0	97,949	0
New World Resources Investment Pte Ltd	Level 32 126 Phillip Street SYDNEY NSW 2000	2,045,455	0	2,045,455	0
Alitime Nominees Pty Ltd <honeyham a="" c="" family=""></honeyham>	PO Box 8292 SOUTH PERTH WA 6151	114,525	0	114,525	0
Mr Jack Lloyd Greenwood	34 Hampton Street SOUTH PERTH WA 6151	47,250	0	47,250	0
Ms Michelle Suzanne Quinsee	Mailpoint 44 280 Bannister Road CANNING VALE WA 6155	97,706	0	97,706	0
Kybra Capital Pty Ltd	Unit 8 17 Amherst Street FREMANTLE WA 6160	81,900	0	81,900	0
Cityscape Asset Pty Ltd <cityscape a="" c="" family=""></cityscape>	PO Box Z5467 PERTH ST GEORGES TCE WA 6831	877,303	0	877,303	0
Mr John Nolan	PO Box 22630 DUBAI UNITED ARAB EMIRATES	409,091	0	409,091	0
Dragon Gas Limited	Suite 701 7th Floor 6-8 Pottinger Street CENTRAL HONG KONG	40,909	0	40,909	0
Mr Toby Chandler	91 St Stephens Avenue Parnell AUCKLAND 1052 NEW ZEALAND	6,100,000	0	0	6,100,000
Mr Scott Riley	6 Carriorn Court Apt 703 SAN JUAN 0911 PUERTO RICO	203,316	0	203,316	0

Mr Raymond A Mason	880 Spyglass Lane NAPLES FLORIDA 34102 USA	1,111,111	1,111,111	0	0
Ma Davissa d A Maran	405 Lexington Avenue NEW YORK NY 10174 USA	4444	444444		
Manhattan Scientifics Inc	The Chrysler Building 26th Floor	64,099,476	0	0	64,099,476
Mr William B Jones	793 17 Ave S NAPLES FLORIDA 3410 USA	1,111,111	1,111,111	0	0
Mingxiong Huang	13112 Sienna Court SAN DIEGO CALIFORNIA 92129 USA	150,000	150,000	0	0
Mr Anthony Faillace	954 Lexington Avenue #149 NEW YORK 10021 USA	5,403,557	0	5,403,557	0
Mr Ferdinand J Crovato <ferdinand a="" c="" crovato="" j=""></ferdinand>	1201 Stuart Robeson Drive MCLEAN VIRGINIA 22101 USA	1,111,111	1,111,111	0	0
Mr Craig Nicholas Sloane	7C Tong Watt Road 238104 SINGAPORE	20,454	0	20,454	0
Maunsell Global Corporation	6 Jiak Chuan Road #02-01 089262 SINGAPORE	254,906	0	254,906	0

This is Annexure B of 4 pages referred to in ASIC Form 603 (Notice of Initial Substantial Holder) lodged by Imagion Biosystems Limited ACN 616 305 027.

Signed:

Jovanka Naumoska Company Secretary

Dated: 20 July 2017

# **Appendix 9A**

# Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

#### We, the persons in:

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

agree as follows.

## Introduction

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

(\* delete as applicable)

# Agreement

#### **Escrow restrictions**

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

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

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
- (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
- (d) Participate in a return of capital made by the entity.

  Amended 24/10/05
- 2. During the escrow period, a controller will not do any of the following.
  - (a) \*Dispose of, or agree or offer to \*dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4. (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the \*issuer sponsored subregister, the holder hereby agrees in writing to the application of a \*holding lock to the restricted securities.

## **Warranties**

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

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

The holder gives this warranty.

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

# Consequences of breaching this agreement

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

### **Amendment**

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

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

# **Jurisdiction**

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

# **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

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

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

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

The singular includes the plural and vice versa.

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

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

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

#### Schedule

- 1. Entity's name and address:
- 2. Holder's name and address:
- 3. Each \*controllers' name and address:
- Escrow period (the date from which the initial restricted securities are escrowed):
- 5. Particulars of restricted securities:
- 6. Particulars of controller interests:
- 7. Particulars of security interests over restricted securities:
- 8. Particulars of security interests over controller interests:

Dated:

[Proper execution as a deed]

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