

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme **Trajan Group Holdings Limited**

ACN/ARSN **152 617 706**

1. Details of substantial holder (1)

Name **Trajan Group Holdings Limited**

ACN/ARSN (if applicable) **152 617 706**

The holder became a substantial holder on 07 /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)
Fully Paid Ordinary Shares	76,470,588	76,470,588	59.03%

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
Trajan Group Holdings Limited	Interest held under section 608(8) of the Corporations Act through voluntary escrow deed in the form attached in the Annexure.	76,470,588 FPO 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
Trajan Group Holdings Limited and Tomisich Family Pty Ltd <Tomisich Family A/C>	Tomisich Family Pty Ltd <Tomisich Family A/C>	Tomisich Family Pty Ltd <Tomisich Family A/C>	76,470,588 FPO 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	
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	

7. Addresses

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

Name	Address
Trajan Group Holdings Limited	7 Argent Place, Ringwood VIC 3134

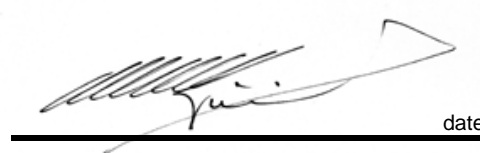
Signature

Print name
Sign here

Mark Licciardo

capacity

Company Secretary



date

07/06/2021

Trajan Group Holdings Limited (ACN 152 617 706)

Annexure

This is Annexure of 16 Pages referred to in Form 603 – Notice of initial substantial holder

Signed:

A handwritten signature in black ink, appearing to read 'Mark Licciardo', with a stylized flourish at the end.

Name: **Mark Licciardo**
Company Secretary

Date: 7 June 2021

VOLUNTARY ESCROW DEED

DLA Piper Australia

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Melbourne Vic 3000
Australia

DX 147 Melbourne

T +61 3 9274 5000

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DETAILS

Date 7 MAY 2021

Parties

Company
The person described in item 1 of the Schedule

Holder
The person described in item 2 of the Schedule

Controllers and each a Controller
The person(s) described in item 3 of the Schedule

BACKGROUND

- A The Company intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B The Holder holds or will hold the Restricted Securities on or around Completion.
- C The Holder agrees to escrow the Restricted Securities for the Escrow Period pursuant to the terms of this deed and on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.
- D To the extent that there are any Controllers described in item 3 of the Schedule, each Controller undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

AGREED TERMS**1. DEFINITIONS AND INTERPRETATION****Definitions**

- 1.1 Unless otherwise defined in this deed or the context otherwise requires, capitalised terms used in this deed have the following meaning:

Affiliate means any Related Body Corporate.

Affiliated Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Affiliates or an investment adviser which is a Related Body Corporate of such investment adviser.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the official Listing Rules of the ASX as in force from time to time.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in Victoria, Australia.

Completion means the issue and transfer and allotment of the Shares the subject of the Initial Public Offer

Controlled Entity means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

Controller Interests means the securities, economic interests or other interests in the Restricted Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in Item 4 of the Schedule.

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

Dealing, in respect of any Restricted Securities or Controller Interest, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Restricted Security or Controller Interest (as applicable);
- (b) encumber or grant a security interest over such Restricted Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Restricted Security or Controller Interest (as applicable);
- (c) grant or exercise an option in respect of such Restricted Security or Controller Interest (as applicable);
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Restricted Security or Controller Interest (as applicable); or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Escrow Period means the period set out in Item 5 of the Schedule.

Financial Institution has the meaning given to that term in clause 6.3.

Holding Lock has the meaning given by section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of Shares by the Company and by SaleCo.

Issuer Sponsored Subregister has the meaning given by section 2 of the ASX Settlement Operating Rules.

Restricted Securities means, in relation to a Holder, the Shares specified in item 6 of the Schedule.

SaleCo means Trajan SaleCo Limited (ACN 649 243 274).

Schedule means the schedule to this deed.

Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Trust has the meaning given in clause 7.3(a).

Trustee has the meaning given in clause 7.3(a).

Interpretation

1.2 Unless expressed to the contrary, in this deed:

- (a) where no Controller is named in item 3 of the Schedule, then references in this deed to Controller, Controllers and Controller Interests may be disregarded when applying the terms and conditions of this deed;
- (b) any capitalised term used in this deed that is not defined in clause 1.1 has the meaning given in the Corporations Act;
- (c) words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules;
- (d) headings are for convenience only and do not form part of the document or affect its interpretation;
- (e) the singular number includes the plural and vice versa, unless the context requires otherwise;
- (f) money references are in Australian dollars, unless otherwise provided;
- (g) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (h) a provision of this deed which has the effect of requiring anything to be done on or by a date which is not a Business Day is to be interpreted as if it required that thing to be done on or by the immediately following Business Day; and
- (i) a reference to:
 - (i) 'includes' or 'including' means 'includes, without limitation' and 'including, without limitation' respectively;

- (ii) the whole includes a part of the whole;
- (iii) one gender includes the others;
- (iv) a party includes that party's executors, administrators, trustees, successors and permitted assigns;
- (v) Trustee includes any replacement, substitute or additional trustee;
- (vi) a person includes an individual, corporation, unincorporated association, partnership, trust, joint venture or government body;
- (vii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (viii) a right includes a benefit, remedy, discretion and power;
- (ix) any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (x) this deed includes all schedules and annexures to it; and
- (xi) any statute, ordinance or other law includes all regulations and other instruments under it and all consolidations, amendments, re-enactments or replacements of it.

2. COMPLIANCE WITH ASX LISTING RULES

2.1 During the Escrow Period, and for so long as the Company is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

3. CONDITIONS PRECEDENT

- 3.1 The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.
- 3.2 If Completion does not occur by 31 July 2021, this deed will terminate with immediate effect.

4. ESCROW RESTRICTIONS**Holder restrictions**

- 4.1 Subject to clause 6, during the Escrow Period, the Holder must not Deal in the Restricted Securities.

Controller restrictions

- 4.2 Subject to clause 6, during the Escrow Period, the Controller must not Deal in the Controller Interests.

5. HOLDING LOCK**Agreement to Holding Lock**

- 5.1 The Holder agrees to the application of a Holding Lock to the Restricted Securities, and agrees to take all necessary steps to ensure that its Restricted Securities are registered and held for the Holder on the Issuer Sponsored Subregister whilst any restrictions under clause 4 apply to those Restricted Securities.

Application of Holding Lock

- 5.2 The Company will apply a Holding Lock to the Restricted Securities upon Completion and may only remove the Holding Lock with respect to the Restricted Securities if permitted under clause 5.3.

Removal of Holding Lock

- 5.3 Upon request by the Holder or, where applicable, a Controller, the Company must promptly remove the Holding Lock with respect to the Restricted Securities to the extent necessary to facilitate a Dealing that is permitted under clause 6.
- 5.4 The Company must remove the Holding Lock with respect to the relevant Restricted Securities on the Business Day after the end of the relevant Escrow Period.
- 5.5 The Company must notify ASX that the relevant Restricted Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

6. EXCEPTIONS TO ESCROW

- 6.1 During the Escrow Period, the Holder may Deal in any of its Restricted Securities and a Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

- (a) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Restricted Securities, provided that the holders of at least half of the applicable Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
- (b) the transfer or cancellation of the Restricted Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Restricted Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Restricted Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Securities not so transferred or cancelled. For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this clause 6.1.

6.2 Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Restricted Securities or Controller Interests (as applicable) to an Affiliate or an Affiliated Fund of the Holder or Controller (as applicable), provided:

- (a) such Affiliate or Affiliated Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 4 or to the nature of those restrictions); and
- (b) the transfer does not result in a change to the beneficial ownership of the Restricted Securities.

6.3 Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Restricted Securities or Controller Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

- (a) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Restricted Securities or Controller Interests (as applicable); and
- (b) no Restricted Securities or Controller Interests (as applicable) are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a financial institution must provide that the Restricted Securities or Controller Interests (as applicable) are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.

6.4 During the Escrow Period, the Holder may Deal in any of its Restricted Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

- 6.5 Notwithstanding any condition to the contrary in this deed, during the Escrow Period, a Controller may Deal in any of its Controller Interests upon the death or incapacity of the Controller, provided that the transferee will no longer be bound by any Holding Lock or restrictions on Dealing in respect of the Restricted Securities or Controller Interests (as applicable).

7. WARRANTIES AND REPRESENTATIONS

Giving of warranties and representations

- 7.1 Each of the warranties and representations in this clause 7 is given in favour of the Company:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

- 7.2 The warranties and representations in this clause 7 are given in respect of any and all Restricted Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 (Exceptions).

Warranties of Holder and Controller

- 7.3 Each of the Holder and each Controller jointly and severally warrants and represents the following with respect to themselves:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder and each Controller (as applicable) of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller (as applicable) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party;
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 4 if done or omitted to be done during the Escrow Period or

taken any other action which will cause it to breach clause 4 during the Escrow Period;

- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Restricted Securities or Controller Interests (as applicable) other than the Holder or the Controllers and the underlying beneficial owners of the Controller;
- (g) no person (other than the Holder or a Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or a Controller (as applicable) or otherwise;
- (h) immediately following Completion, the Holder will hold the Restricted Securities and each Controller will hold the Controller Interests as set out in item 6 of the Schedule;
- (i) the Holder and Controllers have not granted any encumbrances or any interests or rights to third parties in respect of the Restricted Securities or Controller Interests (as applicable), and will not do so during the Escrow Period (other than permitted by this deed), such that the Restricted Securities and Controller Interests are free from all encumbrances and other third party interests or rights (other than where permitted by this deed);
- (j) other than Shares acquired under the Initial Public Offer, the Restricted Securities and Controller Interests (as applicable) will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder or Controller (as applicable) directly or indirectly has in the Company; and
- (k) if the Holder or a Controller (as applicable) is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder or Controller (as applicable) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller (as applicable) has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

Breach of warranties

- (l) A breach of any of the warranties and representations in this clause 7 is a breach of the terms of this deed.

Survival

- (m) The warranties and representations in this clause 7 survive termination of this deed.

8. PERMITTED DEALINGS WITH THE RESTRICTED SECURITIES

8.1 Except as expressly provided for in clause 4, nothing in this deed restricts the Holder or a Controller from exercising rights attaching to, or afforded to the holder of, the Restricted Securities or Controller Interests (as applicable), including (without limitation) by:

- (a) exercising any voting rights attaching to Restricted Securities;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Restricted Securities; or
- (c) receiving or participating in any rights or bonus issue in connection with the Restricted Securities.

9. CONSEQUENCES OF BREACHING THIS DEED

9.1 If it appears to the Company that the Holder or a Controller may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

9.2 If the Holder or a Controller breaches this deed, each of the following applies:

- (a) the Company may take the steps necessary to enforce this deed, or to rectify the breach;
- (b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and
- (c) the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

9.3 This is in addition to other rights and remedies of the Company.

10. TERMINATION

10.1 This deed terminates automatically if:

- (a) the Company withdraws the Initial Public Offer;
- (b) the Company is not admitted to the official list of ASX by 31 July 2021; or
- (c) otherwise when the Holding Lock is released in full in respect of all Restricted Securities and Controller Interests.

11. GENERAL**Notices**

- 11.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:
- (a) delivered or posted to that party at its address or email address set out in the Schedule; or
 - (b) faxed to that party at its fax number set out in the Schedule.
- 11.2 If a party gives the other party three Business Days' notice of a change of its address, email address or fax number, any notice or communication is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.
- 11.3 Any notice or communication is to be treated as given at the following time:
- (a) if delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) Business Days after it is posted;
 - (c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number; and
 - (d) if it is sent by email (and including any attachment), on the first to occur of:
 - (i) the sender receiving an automated message confirming delivery;
 - (ii) provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent; and
 - (iii) the email actually coming to the attention of the recipient party or a person acting on its behalf.
- 11.4 However, if any notice or communication is given on a day that is not a Business Day or after 5.00pm on a Business Day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

Amendment

- 11.5 This deed may not be changed or waived without:
- (a) the written consent of all parties to it; and
 - (b) where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

Waiver

- 11.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities,
 - (c) as the Company determines, by written notice to the Holder and any Controller.

Entire agreement

- 11.7 This deed contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this deed was executed.

Execution of separate documents

- 11.8 This deed is properly executed if each party executes either this document or an identical document. In the latter case, this deed takes effect when the separately executed documents are exchanged between the parties.

Time of essence

- 11.9 Time is of the essence for the performance by each party of its obligations under this deed.

Governing law and jurisdiction

- 11.10 This deed is governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.


EXECUTION

Executed as a deed.

Executed as a deed by **Trajan Group Holdings Limited ACN 152 617 706** acting by the following persons in accordance with s127 of the *Corporations Act 2001*:


.....
Signature of director

STEPHEN TOMISICH
.....
Name of director (print)


.....
Signature of director/company secretary

ROBERT LYON
.....
Name of director/company secretary (print)

Executed as a deed by **Tomisich Family Pty Ltd ACN 165 534 896** as trustee of the **Tomisich Family Trust ABN 38 358 008 332** acting by the following persons in accordance with s127 of the *Corporations Act 2001*:



.....
Signature of director

STEPHEN TOMISICH
.....
Name of director (print)


.....
Signature of director/company secretary

ANGELA TOMISICH
.....
Name of director/company secretary (print)

Signed, sealed and delivered by **Stephen Tomisich** in the presence of:


.....
Signature of witness

ANGELA TOMISICH
.....
Name of witness (print)


.....
Signature of Stephen Tomisich



Signed, sealed and delivered by **Angela Tomisich** in the presence of:

.....
Signature of witness

.....
Signature of Angela Tomisich

.....
Name of witness (print)

SCHEDULE

1	Company's name and address:	Name ACN Address Email Attention	Trajan Group Holdings Limited 152 617 706 7 Argent Place, Ringwood, VIC 3134 RLyon@trajanscimed.com Robert Lyon
2	Holder's name and address:	Name Address Email Attention	Tomisich Family Pty Ltd ACN 165 534 896 as trustee of the Tomisich Family Trust ABN 38 358 008 332 Level 1, 683 Burke Road, Camberwell, VIC 3124 STomisich@trajanscimed.com Stephen Tomisich
3	Each Controller's name and address: (not applicable if Holder is an individual):	Name Address Email	Stephen Tomisich and Angela Tomisich 8 Dunwold Way, Vermont VIC 3133 STomisich@trajanscimed.com
4	Particulars of Controller Interests:	<ul style="list-style-type: none"> • Power to exercise, or control the exercise of, a right to vote attached to the Restricted Securities • Power to dispose of, or control the exercise of a power to dispose of, the Restricted Securities 	
5	Escrow Period:	<ul style="list-style-type: none"> • In respect of 25% of the Restricted Securities, the period commencing immediately after Completion and ending at 10:00am on the next trading day after the date that on which the Company releases to ASX its preliminary final report (being the Company's Appendix 4E) for the financial year ending 30 June 2022. • In respect of 75% of the Restricted Securities, the period commencing immediately after Completion and ending at 10:00am on the next trading day after the date that on which the Company releases to ASX its preliminary final report (being the Company's Appendix 4E) for the financial year ending 30 June 2023. 	
6	Particulars of Restricted Securities:	All Shares held by the Holder immediately following Completion, comprising 76,470,588 Shares.	