

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Integral Diagnostics Limited

ACN/ARSN 130 832 816

1. Details of substantial holder (1)

Name Integral Diagnostics Limited

ACN/ARSN (if applicable) 130 832 816

The holder became a substantial holder on 27 October 2015

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	57,883,050	57,883,050	51.4%

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
Integral Diagnostics Limited	Restriction on disposal of shares under voluntary escrow arrangements disclosed in Integral Diagnostic Limited's replacement prospectus dated 9 October 2015 gives Integral Diagnostics Limited a technical "relevant interest" in its own shares under section 608(1)(c) of the Corporations Act 2001 (Cth). However, Integral Diagnostics Limited has no right to acquire these shares or to control the voting rights attaching to these shares.	57,883,050 fully paid 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
Integral Diagnostics Limited	Those holders listed in Annexure A	Those holders listed in Annexure A	57,883,050 fully paid 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	
Integral Diagnostics Limited	27 October 2015	Non-cash pursuant to the voluntary escrow deeds between Integral Diagnostics Limited and the registered holders of the securities as set out in Annexure B		57,883,050 fully paid ordinary shares

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
Integral Diagnostics Limited	1111 Howitt Street, Wendouree VIC 3355
Holders listed in Annexure A	c/o 1111 Howitt Street, Wendouree VIC 3355

Signature

print name	Sonia Joksimovic	capacity	Company Secretary
sign here		date	27 October 2015

Annexure A

This is Annexure A of 1 page referred to in Form 603 – Notice of initial substantial holder

Signed:

Name: Sonia Joksimovic

Date: 27 October 2015

Registered holder of securities	Number of ordinary shares
Wyndham Salter Pty Ltd as Trustee for The Howitt No 10 Trust	2,467,230
Willowbay Rise Pty Ltd as Trustee for The Howitt No 5 Trust	2,467,230
Firmyall Pty Ltd as Trustee for The Howitt No 4 Trust	2,467,230
Lockwood Ridge Pty Ltd as Trustee for The AJ French Family Trust	2,467,230
NW3 Pty Ltd as Trustee for The Howitt No 7 Trust	2,467,230
Meakin Professional Investments Pty Ltd as Trustee for The Howitt No 6 Trust	2,467,230
Lethean Holdings Pty Ltd as Trustee for The Howitt No 8 Trust	2,467,230
Mittal Holdings Pty Ltd as Trustee for The Howitt No 12 Trust	2,878,410
New Imaging Pty Ltd as Trustee for New Imaging Trust	2,878,410
Adsue Investments Pty Ltd as trustee for the Adsue Investment Trust	733,410
Watts Investment Holdings Pty Ltd as trustee for the Watts Family Trust	1,222,350
Ashley Roddam Walton and Louise Walton as trustees for the Walton Family Trust	257,550
Brett Sounness Pty Ltd ATF Sounness Family Trust	420,870
Bruce Valintine Jack & Melisa Jane Jack as Trustees for the Bruce Jack Family Trust	1,222,350
Regatta Investments Pty Ltd as trustee for the Regatta Investment Trust	733,410
Creggan Investments Pty Ltd as Trustee for Cranfield Family Trust	1,444,560
George Ioannou Medical Pty Ltd as Trustee for Ioannou Family Trust	1,222,350
Gerard Bensoussan ATF Bensoussan Investment Trust	722,280
Johan Frederik Weilbach as trustee for the Weilbach Family Trust	1,011,210
A.G. Taylor (Medical) Pty Ltd as Trustee for Taylor Family Trust	1,222,350
Colin Gerard Bennett & Julie Elizabeth Broadfoot as trustees for the Bennett & Broadfoot Trust	611,160
SRL Invest Pty Ltd ATF KDF Superannuation Fund	640,770
Roberts & Hall Holdings Pty Ltd as trustee for Roberts & Hall Family Trust	1,444,590
Philippa Shine ATF Shine Share Trust	1,444,560
Robert Mason Holdings Pty Ltd as trustee for The Mason Radiology Trust	866,760
Aquasum Pty Ltd as the trustee for the Aquasum Trust	900,000
Tang Medical Pty Ltd as Trustee for the Tang Family Trust	1,444,590
Visionary Imaging Pty Ltd ATF Lu Family Prosperity Trust	2,889,180
Jasmat Pty Ltd as Trustee for Bremner Family Trust	2,467,230
G J Hughes Pty Ltd as Trustee for The G J Hughes Family Trust	2,467,230
Clight Pty Ltd as Trustee for The Lightfoot Family Trust	2,467,230
John Livingston Pty Ltd as Trustee for The Livingston Family Trust	2,467,230
Muzray Pty Ltd as Trustee for The Murray Family Trust	2,467,230
Tim Lagana & Amanda Lagana ATF Lagana Family Trust	161,430
Advent CI Pty Ltd as trustee for Advent Lake Co-investment Fund	8,070,570
APC I Pty Ltd as trustee for Advent 6 A Trust	5,830,065
APC II Pty Ltd as trustee for Advent 6 B Trust	2,900,505
APC III Pty Ltd as trustee for Advent 6 C Trust	4,720,620
HK Retirement Pty Ltd ATF HK Retirement Fund	420,870
Firmyall Pty Ltd ATF Alastair Gerald Firkin Superannuation Fund	183,090
A & S French Pty Ltd	305,130
Vincenzo Mercuri & Kristine Mercuri ATF Mercuri Superannuation Fund	305,130
Adsue Investments Pty Ltd as trustee for the Adsue Investment Trust	305,130
Aquasum Pty Ltd as the trustee for the Aquasum Trust	195,000
Tang Medical Pty Ltd as Trustee for the Tang Family Trust	305,130
Regatta Investments Pty Ltd as trustee for the Regatta Investment Trust	305,130

Annexure B

This is Annexure B of 78 pages referred to in Form 603 – Notice of initial substantial holder

Signed:

A handwritten signature in black ink, appearing to read 'S. Joksimovic', followed by a checkmark.

Name: Sonia Joksimovic

Date: 27 October 2015



HERBERT
SMITH
FREEHILLS

Execution Version

Restriction deed (Helen Kurincic)

The party named as a 'Shareholder' in Schedule 1

The party named as a 'Controller' in Schedule 1

Integral Diagnostics Limited

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Restriction deed

Date ► 1 October 2015

Between the parties

Company	Integral Diagnostics Limited ABN 55 130 832 816 of 1111 Howitt Street, Wendouree VIC 3355 (Company)
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Shareholder	The party named as a ' Shareholder ' in Schedule 1 (Shareholder)
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Controller	The party named as a ' Controller ' in Schedule 1 (Controller)
------------	--

Recitals	In connection with the Offer, the Shareholder and Controller (each listed in Schedule 1) agree to not Deal in their Restricted Shares and Controller Interests (as relevant) on the terms of this deed.
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This deed witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Board	the board of directors of the Company.
Business Day	a day on which banks are open for business in Victoria, New South Wales or Queensland, other than a Saturday, Sunday or public holiday in Victoria, New South Wales or Queensland.
Business Hour	9.00 am to 5.00 pm on any Business Day.
Controller Interest	in respect of the Controller, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share or Controller Interest, means to directly or indirectly:</p> <ul style="list-style-type: none"> • sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; • create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;

Term	Meaning
	<ul style="list-style-type: none"> enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controller Interest; do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; or agree to do any of these things. <p>Deal and Dealt each have a corresponding meaning.</p>
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period commencing on the date on which Shares are first quoted on the ASX until the Business Day after the date on which the Company releases its full-year results for the period ending 30 June 2016 to ASX.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.
Offer	means the offer of Shares pursuant to the Prospectus.
Offer Price	has the meaning given to that term in the Prospectus.



Term	Meaning
Prospectus	means the prospectus to be issued by the Company and Integral SaleCo Limited dated on or about 1 October 2015 and lodged with ASIC on or around that date.
Related Shareholder	in relation to a Controller, the Shareholder against whose name the Controller is listed in Schedule 1.
Restricted Shares	<ul style="list-style-type: none">• in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to the Shareholder in Schedule 1; and• any securities in the Company attaching to or arising out of those Shares.
Restriction Deed	a restriction deed entered into in connection with the Offer.
Security Interest	an interest or power: <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	an ordinary fully paid share in the Company.
Shareholder	the party named as a 'Shareholder' in Schedule 1.
Trading Day	a 'trading day' as defined in the Listing Rules.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;



- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group; and
- (e) the schedules form part of this deed.

1.3 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the 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 Listing Rules require to be done;
- (c) if the 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 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 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 Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Shareholder restrictions during Escrow Period

Subject to clause 2.4, the Shareholder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Controller restrictions during Escrow Period

Subject to clause 2.4, the Controller must not Deal in the Controller Interests during the Escrow Period.

2.3 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Shareholder or the commencement of trading of the Restricted Shares on the ASX pursuant to the Offer, as applicable, the Restricted Shares will be registered and held for the Shareholder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Shareholder hereby agrees to the application of the Holding Lock; and



- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period, including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.4 Exceptions

- (a) During the Escrow Period, the Shareholder or Controller may Deal in any of its Restricted Shares or Controller Interests (as relevant) if the Dealing arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Restriction Deed, and to which the offers under the bid relate, have accepted the bid;
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (3) any Dealing is in connection with an:
 - (A) equal access share buyback;
 - (B) equal capital return; or
 - (C) equal capital reduction,in each case, made in accordance with the Corporations Act; or
 - (4) a requirement of applicable law (including an order of a court of competent jurisdiction).
- (b) If either of the events described in clauses 2.4(a)(1) and 2.4(a)(2) occur, and if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement for any reason, then the Shareholder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled.

2.5 Notice

If the Shareholder or Controller becomes aware:

- (a) that a Dealing in any Restricted Shares or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares or Controller Interests during the Escrow Period,

that is not in accordance with the terms of this deed, it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates if the Company is not admitted to the official list of the ASX by 29 February 2016.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Shareholder and Controller each give the warranties and representations in favour of the Company that the following is true and correct as at the date of this deed and at all times until expiry of the Escrow Period (except as expressly provided for below):

- (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 Shareholder or Controller 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 it of this deed does not and will not violate, breach or result in a contravention of:
 - (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents (or, if the Shareholder or Controller is a Trustee, the trust deed for the Trust); or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the beginning of the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period in contravention of this deed;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder other than its Controller;
- (h) the Shareholder holds the Restricted Shares and the Controller holds the Controller Interests set out in Schedule 1;
- (i) as at settlement of the Offer, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) the Controller Interests are all the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which a Controller has an interest;

- (k) if the Shareholder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as Trustee of the Trust; and
- (l) if the Shareholder or Controller is a Trustee:
 - (1) the Shareholder or Controller 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 Shareholder or Controller has not released or disposed of its equitable lien over that trust; and
 - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

4.2 Acknowledgment

The Shareholder and Controller acknowledge that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.3 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Shareholder or Controller breaches this deed (a **Defaulting Party**), each of the following applies:
 - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Shareholder or Controller breaches this deed, the Shareholder and Controller each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and the Shareholder and Controller agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Notices

- (a) A notice or other communication to a party under this agreement (**Notice**) must be in writing and in English and signed by or on behalf of the sending party, and addressed to that party in accordance with the details below (or any alternative details nominated to the sending party by Notice).

Party	Notice details
Shareholders	For the Shareholder, the name, address, fax number (if any) and email address (if any) specified for that Shareholder in the Company's register of members from time to time.
Controllers	For the Controller, the name, address, fax number (if any) and email address (if any) specified for the Controller's Related Shareholder(s) in the Company's register of members from time to time.
Company	Attention: Chief Executive Officer Address: 1111 Howitt Street, Wendouree VIC 3355 Phone: 03 5339 0700 Email: livingstonj@lakeimaging.com.au

- (b) A Notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below. However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (business hours period), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By fax to the identified or nominated fax number (but only if a fax number is identified or nominated)	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety. However, if the recipient party informs the sending party within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this 4 hour period,



Method of giving Notice	When Notice is regarded as given and received
only time within a business hours period is to be included.	
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Amendment

This deed may not be amended without the prior written consent of the parties.

7.3 Counterparts

This deed may be executed in any number of counterparts.

7.4 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.5 Time of Essence

Time is of the essence to this deed.

Schedule 1

Shareholder, Controller and Restricted Shares


Shareholder	Controller ('N/A' if none)	Restricted Shares
HK Retirement Pty Ltd ATF HK Retirement Fund	Helen Kurincic	420,870



Signing page

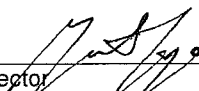
Executed as a deed

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ► 

Company Secretary/Director

print name JOHN LIVINGSTON

sign here ► 

Director

print name _____

Signed sealed and delivered by
HK Retirement Pty Ltd ATF HK Retirement Fund
by

sign here ► 

Company Secretary/Director

print name HELEN KURINCIC

sign here ► _____
Director

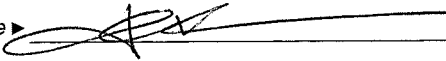
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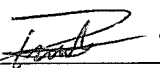
Signing page

Signed sealed and delivered by
Helen Kurincic

sign here ► 

print name HELEN KURINCIC

in the presence of

sign here ► 
Witness

print name PETER MOH

print address L42, 101 COLLINS STREET, MELBOURNE VIC 3000



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Execution Version

Restriction deed (Radiologist investor shareholders)

Each party named as a 'Shareholder' in Schedule 1

Each party named as a 'Controller' in Schedule 1

Integral Diagnostics Limited

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Restriction deed

Date ► 1 October 2015

Between the parties

Company	Integral Diagnostics Limited ABN 55 130 832 816 of 1111 Howitt Street, Wendouree VIC 3355 (Company)
---------	---

Shareholders	Each party named as a ' Shareholder ' in Schedule 1 (each a Shareholder)
--------------	--

Controllers	Each party named as a ' Controller ' in Schedule 1 (each a Controller)
-------------	--

Recitals	In connection with the Offer, the Shareholders and Controllers (each listed in Schedule 1) agree to not Deal in their Restricted Shares and Controller Interests (as relevant) on the terms of this deed.
----------	---

This deed witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Board	the board of directors of the Company.
Business Day	a day on which banks are open for business in Victoria, New South Wales or Queensland, other than a Saturday, Sunday or public holiday in Victoria, New South Wales or Queensland.
Business Hour	9.00 am to 5.00 pm on any Business Day.
Controller Interest	in respect of the Controller, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	in respect of any Restricted Share or Controller Interest, means to directly or indirectly: <ul style="list-style-type: none"> • sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; • create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;

Term	Meaning
	<ul style="list-style-type: none"> enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controller Interest; do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; or agree to do any of these things. <p>Deal and Dealt each have a corresponding meaning.</p>
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period commencing on the date on which Shares are first quoted on the ASX until the Business Day after the date on which the Company releases its full-year results for the period ending 30 June 2016 to ASX.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.
Offer	means the offer of Shares pursuant to the Prospectus.
Offer Price	has the meaning given to that term in the Prospectus.

Term	Meaning
Prospectus	means the prospectus to be issued by the Company and Integral SaleCo Limited dated on or about 1 October 2015 and lodged with ASIC on or around that date.
Related Shareholder	in relation to a Controller, the Shareholder against whose name the Controller is listed in Schedule 1.
Restricted Shares	<ul style="list-style-type: none"> in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to the Shareholder in Schedule 1; and any securities in the Company attaching to or arising out of those Shares.
Restriction Deed	a restriction deed entered into in connection with the Offer.
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none"> reserved in or over an interest in any securities including, but not limited to, any retention of title; created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	an ordinary fully paid share in the Company.
Shareholder	the party named as a 'Shareholder' in Schedule 1.
Trading Day	a 'trading day' as defined in the Listing Rules.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;

- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group; and
- (e) the schedules form part of this deed.

1.3 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the 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 Listing Rules require to be done;
- (c) if the 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 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 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 Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Shareholder restrictions during Escrow Period

Subject to clause 2.4, each Shareholder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Controller restrictions during Escrow Period

Subject to clause 2.4, each Controller must not Deal in the Controller Interests during the Escrow Period.

2.3 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to each Shareholder or the commencement of trading of the Restricted Shares on the ASX pursuant to the Offer, as applicable, the Restricted Shares will be registered and held for the Shareholder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and each Shareholder hereby agrees to the application of the Holding Lock; and

- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period, including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.4 Exceptions

- (a) During the Escrow Period, a Shareholder or Controller may Deal in any of its Restricted Shares or Controller Interests (as relevant) if the Dealing arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Restriction Deed, and to which the offers under the bid relate, have accepted the bid;
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (3) any Dealing is in connection with an:
 - (A) equal access share buyback;
 - (B) equal capital return; or
 - (C) equal capital reduction,in each case, made in accordance with the Corporations Act; or
 - (4) a requirement of applicable law (including an order of a court of competent jurisdiction).
- (b) If either of the events described in clauses 2.4(a)(1) and 2.4(a)(2) occur, and if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement for any reason, then the Shareholder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled.

2.5 Notice

If a Shareholder or Controller becomes aware:

- (a) that a Dealing in any Restricted Shares or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares or Controller Interests during the Escrow Period,

that is not in accordance with the terms of this deed, it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates if the Company is not admitted to the official list of the ASX by 29 February 2016.

4 Warranties and acknowledgment

4.1 Giving of warranties

Each Shareholder and Controller each give the warranties and representations in favour of the Company that the following is true and correct as at the date of this deed and at all times until expiry of the Escrow Period (except as expressly provided for below):

- (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 Shareholder or Controller 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 it of this deed does not and will not violate, breach or result in a contravention of:
 - (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents (or, if the Shareholder or Controller is a Trustee, the trust deed for the Trust); or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the beginning of the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period in contravention of this deed;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder other than its Controller;
- (h) the Shareholder holds the Restricted Shares and the Controller holds the Controller Interests set out in Schedule 1;
- (i) as at settlement of the Offer, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) the Controller Interests are all the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which a Controller has an interest;

- (k) if the Shareholder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as Trustee of the Trust; and
- (l) if the Shareholder or Controller is a Trustee:
 - (1) the Shareholder or Controller 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 Shareholder or Controller has not released or disposed of its equitable lien over that trust; and
 - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

4.2 Acknowledgment

Each Shareholder and Controller acknowledge that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.3 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If a Shareholder or Controller breaches this deed (a **Defaulting Party**), each of the following applies:
 - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If a Shareholder or Controller breaches this deed, the Shareholder and Controller each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each Shareholder and Controller agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Notices

- (a) A notice or other communication to a party under this agreement (**Notice**) must be in writing and in English and signed by or on behalf of the sending party, and addressed to that party in accordance with the details below (or any alternative details nominated to the sending party by Notice).

Party	Notice details
Shareholders	For each Shareholder, the name, address, fax number (if any) and email address (if any) specified for that Shareholder in the Company's register of members from time to time.
Controllers	For each Controller, the name, address, fax number (if any) and email address (if any) specified for the Controller's Related Shareholder(s) in the Company's register of members from time to time.
Company	Attention: Chief Executive Officer Address: 1111 Howitt Street, Wendouree VIC 3355 Phone: 03 5339 0700 Email: livingstonj@lakeimaging.com.au

- (b) A Notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below. However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (business hours period), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By fax to the identified or nominated fax number (but only if a fax number is identified or nominated)	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety. However, if the recipient party informs the sending party within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded



Method of giving Notice	When Notice is regarded as given and received
	as given or received. When calculating this 4 hour period, only time within a business hours period is to be included.
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Amendment

This deed may not be amended without the prior written consent of the parties.

7.3 Counterparts

This deed may be executed in any number of counterparts.

7.4 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.5 Time of Essence

Time is of the essence to this deed.

Schedule 1

Shareholder, Controller and Restricted Shares

Shareholder	Controller ('N/A' if none)	Restricted Shares
Firmyall Pty Ltd ATF Alastair Gerald Firkin Superannuation Fund	Alastair Gerald Firkin	183,090
A & S French Pty Ltd	Anthony John French	305,130
Vincenzo Mercuri & Kristine Mercuri ATF Mercuri Superannuation Fund	Vincenzo Mercuri	305,130
Adsue Investments Pty Ltd as trustee for the Adsue Investment Trust	Adam William John Tonakie	305,130
Aquasum Pty Ltd as the trustee for the Aquasum Trust	Sally May Sojan	195,000
Tang Medical Pty Ltd as Trustee for the Tang Family Trust	Yu Ming Tang	305,130
Regatta Investments Pty Ltd as trustee for the Regatta Investment Trust	David MacLean Homewood	305,130




Signing page

Executed as a deed

Signed sealed and delivered by
Integral Diagnostics Limited
by

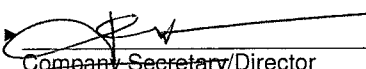
sign here ► 
Company Secretary/Director

print name HELEN KURWICZ

sign here ► 
Director

print name JAMES LIVINGSTON

Signed sealed and delivered for each **Shareholder** (severally) and for each
Controller (severally) by their attorney Integral Diagnostics Limited

sign here ► 
Company Secretary/Director

print name HELEN KURWICZ

sign here ► 
Director

print name JAMES LIVINGSTON

Execution Version

Restriction deed (Radiologist/Management)

Each party named as a 'Shareholder' in Schedule 1

Each Party named as a 'Controller' in Schedule 1

Integral Diagnostics Limited

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Restriction deed

Date ► 1 October 2015

Between the parties

Company	Integral Diagnostics Limited ABN 55 130 832 816 of 1111 Howitt Street, Wendouree VIC 3355 (Company)
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Shareholders	Each party named as a ' Shareholder ' in Table A (Radiologist Shareholders) and Table B (Management Shareholders) of Schedule 1 (each a Shareholder)
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Controllers	Each Party named as a ' Controller ' in Schedule 1 (each a Controller)
-------------	--

Recitals	<ol style="list-style-type: none">1 In connection with the Offer, each Shareholder and Controller (each listed in Schedule 1) agrees to not Deal in their Restricted Shares and Controller Interests during the Escrow Period on the terms of this deed.2 The Shareholders and Controllers will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in Schedule 2.3 The Shareholders and Controllers are subject to the exceptions to the restrictions on Dealing in their Restricted Shares and Controller Interests as set out in Schedule 3.
----------	---

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Board	the board of directors of the Company.
Business Day	a day on which banks are open for business in Victoria, New South Wales or Queensland, other than a Saturday, Sunday or public holiday in Victoria, New South Wales or Queensland.
Business Hour	9.00am to 5.00pm on any Business Day.
Controller Interest	in respect of a Controller, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
CPI	the All Groups Consumer Price Index last published by the Australian Bureau of Statistics. If that index no longer exists, or if the basis of calculating it changes, it means an index that the President of the Institute of Chartered Accountants decides reflects changes in the cost of living in Melbourne.
Dealing	in respect of any Restricted Share or Controller Interest, means to directly or indirectly:

Term	Meaning
	<ul style="list-style-type: none"> • sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; • create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; • enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controller Interest; • do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; or • agree to do any of these things. <p>Deal and Dealt each have a corresponding meaning.</p>
Diagnostic Imaging Services	the use of practices and processes to create images of the structures and activities inside the human body for diagnostic and treatment purposes including, radiography (X-ray), ultrasound, computed tomography (CT), magnetic resonance imaging (MRI) and nuclear medicine (which includes positron emission tomography (PET)).
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period commencing on the date on which Shares are first quoted on the ASX until the date on which all of the Restricted Shares may be Dealt with in accordance with the terms set out in Schedule 2 or Schedule 3.
FY16 Short Term Release Date	the Business Day after release of the Company's financial results for the full year ending 30 June 2016 to ASX.
FY17 Short Term Release Date	the Business Day after release of the Company's financial results for the full year ending 30 June 2017 to ASX.
FY18 Short Term Release Date	the Business Day after release of the Company's financial results for the full year ending 30 June 2018 to ASX.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency,

Term	Meaning
	board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Group	the Company and all of its subsidiaries from time to time and Group Company means any one of them.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
IPO	an initial public offering of Shares in the Company and admission of the Company to the official list of the ASX.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.
Long Term Release Shares	the number of 'Long Term Release Shares' listed in Schedule 1 in respect of each Shareholder.
Management Restricted Area	<p>the following geographical locations:</p> <ul style="list-style-type: none"> • each Australian State and Territory, or if that is unenforceable; • Victoria, Queensland and Western Australia or, if that is unenforceable; • Victoria and Queensland or, if that is unenforceable; • Victoria.
Management Shareholder	each person named as a Shareholder in 'Table B: Management Shareholders' in Schedule 1.
Manager	a person who is employed by a Group Company in a senior management position.

Term	Meaning
Medium Term Release Shares	the number of 'Medium Term Release Shares' listed in Schedule 1 in respect of each Shareholder.
Non-Compete Restricted Shares Parcel	<ul style="list-style-type: none"> the number of Long Term Release Shares equal to: <ul style="list-style-type: none"> \$1 million adjusted for CPI as follows: <ul style="list-style-type: none"> \$1 million multiplied by; the CPI published closest to the date that is 5 Trading Days prior to the date on which Long Term Release Shares are released from Dealing restrictions in accordance with Schedule 2 or Schedule 3 (as applicable) divided by the CPI published closest to the date of the IPO, and dividing that amount by; the volume weighted average price of Shares on ASX for the 5 Trading Days ending on the date that is 5 Trading Days prior to the date on which Long Term Release Shares are released from Dealing restrictions in accordance with Schedule 2 or Schedule 3 (as applicable); and in the case of Julie Broadfoot and Gerrard Bensoussan, each of whom are Radiologists, the number of Long Term Release Shares applicable to each of them will be equal to \$500,000 each, calculated in accordance with the above.
Non-Compete Restricted Shares Parcel Terms	the terms that apply to a Non-Compete Restricted Shares Parcel, as set out in item 3 of Schedule 2.
Offer	means the offer of Shares pursuant to the Prospectus.
Offer Price	has the meaning given to that term in the Prospectus.
Put Option	the put option in favour of a SCR Shareholder to sell Shares to Integral Diagnostics SaleCo Limited (ACN 608 146 443) under the SCR Put Option Deed.
Prospectus	means the prospectus to be issued by the Company and Integral Diagnostics SaleCo Limited (ACN 608 146 443) dated on or about 1 October 2015 and lodged with ASIC on or around that date.
Radiologist	a person who is accredited by the Royal Australian and New Zealand College of Radiologists and employed by a Group Company to provide Diagnostic Imaging Services.

Term	Meaning
Radiologist Industry	the industry in which Diagnostic Imaging Services are provided.
Radiologist Restricted Area	<p>the following geographical locations:</p> <ul style="list-style-type: none"> • a radius of five kilometres from each trading location of the Group in RA1 Major Cities (as defined by the Australian standard geographical classification remoteness area classification); • a radius of ten kilometres from each trading location of the Group in RA2 Inner Regional (as defined by the Australian standard geographical classification remoteness area classification); • a radius of 15 kilometres from each trading location of the Group in RA3 Outer Regional (as defined by the Australian standard geographical classification remoteness area classification); and • where to the knowledge of the Shareholder, at any time in the prior 12 months, the Group has sought to establish or acquire an entity or business which will form part of the Group that is located in: <ul style="list-style-type: none"> ○ RA1 Major Cities, a radius of five kilometres from that location; ○ RA2 Inner Regional, a radius of ten kilometres from that location; and ○ RA3 Outer Regional, a radius of 15 kilometres from that location.
Radiologist Shareholder	each person named as a Shareholder in 'Table A: Radiologist Shareholder' in Schedule 1.
Related Shareholder	in relation to a Controller, each Shareholder against whose name the Controller is listed in Schedule 1.
Restraint Deed	the restraint deed to be entered into by a Departing Shareholder (as defined in the Restraint Deed) and the Company, in accordance with the Non-Compete Restricted Shares Parcel Terms.
Restriction Deed	a restriction deed entered into in connection with the Offer.
Restricted Shares	<ul style="list-style-type: none"> • in relation to a Shareholder, the Shares identified as 'Restricted Shares' (which comprise, in aggregate, the Short Term Release Shares, the Medium Term Release Shares and the Long Term Release Shares) in relation to that Shareholder in Schedule 1; and

Term	Meaning
	<ul style="list-style-type: none"> any securities in the Company attaching to or arising out of those Shares.
SCR Put Option Deed	a put option deed that a SCR Shareholder may enter into on or about the date of this deed with Integral Diagnostics SaleCo Limited.
SCR Shareholder	any Shareholder whose associated Radiologist is part of the South Coast Radiology business in Queensland.
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none"> reserved in or over an interest in any securities including, but not limited to, any retention of title; created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	an ordinary fully paid share in the Company.
Shareholder	Each party named as a 'Shareholder' in 'Table A: Radiologist Shareholder' and 'Table B: Management Shareholder' in Schedule 1.
Short Term Release Shares	the number of 'Short Term Release Shares' listed in Schedule 1 in respect of each Shareholder.
Trading Day	a 'trading day' as defined in the Listing Rules.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- 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, and not in this deed, have the meanings given to them in the Listing Rules;



- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group; and
- (e) the schedules form part of this deed.

1.3 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the 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 Listing Rules require to be done;
- (c) if the 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 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 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 Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Shareholder restrictions during Escrow Period

Subject to clause 3, each Shareholder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Controller restrictions during Escrow Period

Subject to clause 3, each Controller must not Deal in the Controller Interests during the Escrow Period.

2.3 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Shareholder or the commencement of trading of the Restricted Shares on the ASX pursuant to the Offer, as applicable, the Restricted Shares will be registered and held for the Shareholder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Shareholder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:

- (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,
- including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

3 Release and exceptions

3.1 Release from Dealing restrictions

Without limiting clause 3.2, during the Escrow Period, a Shareholder or Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 2 (Release from Dealing Restrictions) or Schedule 3 (Exceptions from Dealing Restrictions).

3.2 General exceptions

- (a) During the Escrow Period, a Shareholder or Controller may Deal in any of its Restricted Shares and Controller Interests if the Dealing arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under Chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Restriction Deed, and to which the offers under the bid relate, have accepted the bid;
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (3) any Dealing is in connection with an:
 - (A) equal access share buyback;
 - (B) equal capital return; or
 - (C) equal capital reduction,
 in each case, made in accordance with the Corporations Act; or
 - (4) a requirement of applicable law (including an order of a court of competent jurisdiction).
- (b) If either of the events described in clauses 3.2(a)(1) or 3.2(a)(2) occur, and if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement for any reason, then each Shareholder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled.

3.3 Notice

If a Shareholder or Controller becomes aware:

- (a) that a Dealing in any Restricted Shares or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares or Controller Interests during the Escrow Period,

that is not in accordance with the terms of this deed, it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

4 Termination

This deed terminates if the Company is not admitted to the official list of the ASX by 29 February 2016.

5 Warranties and acknowledgment

5.1 Giving of warranties

Subject to clause 3, each Shareholder and Controller gives the warranties and representations in favour of the Company that the following is true and correct as at the date of this deed and at all times until expiry of the Escrow Period (except as expressly provided for below):

- (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 a Shareholder or Controller 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 it of this deed does not and will not violate, breach or result in a contravention of:
 - (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents (or, if a Shareholder or Controller is a Trustee, the trust deed for the Trust); or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the beginning of the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period in contravention of this deed;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the Offer, any economic or beneficial interest in the equity or Restricted Shares of a Shareholder other than its applicable Controller;

- (h) each Shareholder holds the Restricted Shares and each Controller holds the Controller Interests set out in Schedule 1;
- (i) as at settlement of the Offer, the Restricted Shares are all the securities, economic interests or other interests that each Shareholder has directly or indirectly in the Company;
- (j) the Controller Interests are all the securities, economic interests or other interests in a Shareholder or the Restricted Shares in which a Controller has an interest;
- (k) if a Shareholder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as Trustee of the Trust; and
- (l) if a Shareholder or Controller is a Trustee:
 - (1) the Shareholder or Controller 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 Shareholder or Controller has not released or disposed of its equitable lien over that trust; and
 - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.2 Acknowledgment

Each Shareholder and Controller acknowledge that a breach of any of the representations and warranties set out in this clause 5 is a breach of this deed.

5.3 Survival of representations and warranties

The representations and warranties in this clause 5 survive termination of this deed.

6 Consequences of breaching this deed

- (a) If a Shareholder or Controller breaches this deed (a **Defaulting Party**), each of the following applies:
 - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If a Shareholder or Controller breaches this deed, the Shareholder and Controller each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.

- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each Shareholder and Controller agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

7 Notices

- (a) A notice or other communication to a party under this agreement (**Notice**) must be in writing and in English and signed by or on behalf of the sending party, and addressed to that party in accordance with the details below (or any alternative details nominated to the sending party by Notice).

Party	Notice details
Shareholders	For each Shareholder, the name, address, fax number (if any) and email address (if any) specified for that Shareholder in the Company's register of members from time to time.
Controllers	For each Controller, the name, address, fax number (if any) and email address (if any) specified for the Controller's Related Shareholder(s) in the Company's register of members from time to time.
Company	Attention: Chief Executive Officer and Company Secretary Address: 1111 Howitt Street, Wendouree VIC 3355 Phone: 03 53390700 Fax: 03 53390711 Email: livingstonj@lakeimaging.com.au

- (b) A Notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below. However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (business hours period), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address

Method of giving Notice	When Notice is regarded as given and received
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By fax to the identified or nominated fax number (but only if a fax number is identified or nominated)	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety. However, if the recipient party informs the sending party within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this 4 hour period, only time within a business hours period is to be included.
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

8 General

8.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

8.2 Amendment

This deed may not be amended without the prior written consent of the parties.

8.3 Counterparts

This deed may be executed in any number of counterparts.



8.4 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

8.5 Time of Essence

Time is of the essence to this deed.

Schedule 1

Shareholders, Controllers and Restricted Shares

Table A: Radiologist Shareholders

Shareholder	Controller ('N/A' if none)	Restricted Shares
Wyndham Salter Pty Ltd as Trustee for The Howitt No 10 Trust	Donald Barrie	Short Term Release Shares: 411,210 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
Willowbay Rise Pty Ltd as Trustee for The Howitt No 5 Trust	Ross Stephen Breadmore	Short Term Release Shares: 411,210 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
Firmyall Pty Ltd as Trustee for The Howitt No 4 Trust	Alastair Gerald Firkin	Short Term Release Shares: 411,210 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
Lockwood Ridge Pty Ltd as Trustee for The AJ French Family Trust	Anthony John French	Short Term Release Shares: 411,210 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
NW3 Pty Ltd as Trustee for	Chien Ping Ho	Short Term Release Shares:



Shareholder	Controller ('N/A' if none)	Restricted Shares
The Howitt No 7 Trust		411,210 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
Meakin Professional Investments Pty Ltd as Trustee for The Howitt No 6 Trust	Alexius Paul Meakin	Short Term Release Shares: 411,210 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
Lethean Holdings Pty Ltd as Trustee for The Howitt No 8 Trust	Vincenzo Mercuri	Short Term Release Shares: 411,210 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
Mittal Holdings Pty Ltd as Trustee for The Howitt No 12 Trust	Manish Mittal	Short Term Release Shares: 822,390 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
New Imaging Pty Ltd as Trustee for New Imaging Trust	Kim Min New	Short Term Release Shares: 822,390 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
Adsue Investments Pty Ltd as trustee for the Adsue	Adam William John Tonakie	Short Term Release Shares:



Shareholder	Controller ('N/A' if none)	Restricted Shares
Investment Trust		122,235 Medium Term Release Shares: 244,470 Long Term Release Shares: 366,705
Watts Investment Holdings Pty Ltd as trustee for the Watts Family Trust	Angus Watts	Short Term Release Shares: (a) 122,235 if the Put Option is exercised; or (b) 611,175 if the Put Option is not exercised Medium Term Release Shares: 244,470 Long Term Release Shares: 366,705
Ashley Roddam Walton and Louise Walton as trustees for the Walton Family Trust	Ashley Roddam Walton	Short Term Release Shares: (a) 32,625 if the Put Option is exercised; or (b) 128,775 if the Put Option is not exercised Medium Term Release Shares: 51,510 Long Term Release Shares: 77,265
Brett Sounness Pty Ltd ATF Sounness Family Trust	Brett Sounness	Short Term Release Shares: 210,435 Medium Term Release Shares: 84,174 Long Term Release Shares: 126,261
Bruce Valintine Jack & Melisa Jane Jack as Trustees for the Bruce Jack Family Trust	Bruce Jack	Short Term Release Shares: (a) 122,235 if the Put Option is exercised; or (b) 611,175 if the Put Option is



Shareholder	Controller ('N/A' if none)	Restricted Shares
		not exercised Medium Term Release Shares: 244,470 Long Term Release Shares: 366,705
Regatta Investments Pty Ltd as trustee for the Regatta Investment Trust	David MacLean Homewood	Short Term Release Shares: 122,235 Medium Term Release Shares: 244,470 Long Term Release Shares: 366,705
Creggan Investments Pty Ltd as Trustee for Cranfield Family Trust	Eamonn Joseph McAteer	Short Term Release Shares: (a) 144,480 if the Put Option is exercised; or (b) 722,280 if the Put Option is not exercised Medium Term Release Shares: 288,912 Long Term Release Shares: 433,368
George Ioannou Medical Pty Ltd as Trustee for Ioannou Family Trust	George Ioannou	Short Term Release Shares: (a) 122,235 if the Put Option is exercised; or (b) 611,175 if the Put Option is not exercised Medium Term Release Shares: 244,470 Long Term Release Shares: 366,705
Gerard Bensoussan ATF Bensoussan Investment Trust	Gerard Bensoussan	Short Term Release Shares: (a) 72,240 if the Put Option is exercised; or (b) 361,140 if the Put Option is

Shareholder	Controller ('N/A' if none)	Restricted Shares
		not exercised Medium Term Release Shares: 144,456 Long Term Release Shares: 216,684
Johan Frederik Weilbach as trustee for the Weilbach Family Trust	Johan Frederik Weilbach	Short Term Release Shares: 288,915 Medium Term Release Shares: 288,918 Long Term Release Shares: 433,377
A.G. Taylor (Medical) Pty Ltd as Trustee for Taylor Family Trust	John Douglas Taylor	Short Term Release Shares: (a) 122,235 if the Put Option is exercised; or (b) 611,175 if the Put Option is not exercised Medium Term Release Shares: 244,470 Long Term Release Shares: 366,705
Colin Gerard Bennett & Julie Elizabeth Broadfoot as trustees for the Bennett & Broadfoot Trust	Julie Elizabeth Broadfoot	Short Term Release Shares: (a) 61,140 if the Put Option is exercised; or (b) 305,580 if the Put Option is not exercised Medium Term Release Shares: 122,232 Long Term Release Shares: 183,348
SRL Invest Pty Ltd ATF KDF Superannuation Fund	Kieran Frawley	Short Term Release Shares: 106,800 Medium Term Release Shares: 213,588



Shareholder	Controller ('N/A' if none)	Restricted Shares
		Long Term Release Shares: 320,382
Roberts & Hall Holdings Pty Ltd as trustee for Roberts & Hall Family Trust	Nicholas Jonathan Hall	Short Term Release Shares: (a) 144,465 if the Put Option is exercised; or (b) 722,295 if the Put Option is not exercised Medium Term Release Shares: 288,918 Long Term Release Shares: 433,377
Philippa Shine ATF Shine Share Trust	Philippa Jane Michelle Shine	Short Term Release Shares: (a) 144,480 if the Put Option is exercised; or (b) 722,280 if the Put Option is not exercised Medium Term Release Shares: 288,912 Long Term Release Shares: 433,368
Robert Mason Holdings Pty Ltd as trustee for The Mason Radiology Trust	Robert Wayne Mason	Short Term Release Shares: 144,465 Medium Term Release Shares: 288,918 Long Term Release Shares: 433,377
Aquasum Pty Ltd as the trustee for the Aquasum Trust	Sally May Sojan	Short Term Release Shares: 177,705 Medium Term Release Shares: 288,918 Long Term Release Shares: 433,377



Shareholder	Controller ('N/A' if none)	Restricted Shares
Tang Medical Pty Ltd as Trustee for the Tang Family Trust	Yu Ming Tang	Short Term Release Shares: (a) 197,385 if the Put Option is exercised; or (b) 722,295 if the Put Option is not exercised Medium Term Release Shares: 288,918 Long Term Release Shares: 433,377
Visionary Imaging Pty Ltd ATF Lu Family Prosperity Trust	Yushun Lu (Allan Lu)	Short Term Release Shares: (a) 577,830 if the Put Option is exercised; or (b) 1,444,590 if the Put Option is not exercised Medium Term Release Shares: 577,836 Long Term Release Shares: 866,754

Table B: Management Shareholders

Shareholder	Controller ('N/A' if none)	Restricted Shares
Jasmat Pty Ltd as Trustee for Bremner Family Trust	Craig Bremner	Short Term Release Shares: 411,210 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
G J Hughes Pty Ltd as Trustee for The G J Hughes Family Trust	Greg Hughes	Short Term Release Shares: 411,210 Medium Term Release Shares: 822,408 Long Term Release Shares:



Shareholder	Controller ('N/A' if none)	Restricted Shares
		1,233,612
Clight Pty Ltd as Trustee for The Lightfoot Family Trust	Craig Lightfoot	Short Term Release Shares: 411,210 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
John Livingston Pty Ltd as Trustee for The Livingston Family Trust	John Livingston	Short Term Release Shares: 411,210 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
Muzray Pty Ltd as Trustee for The Murray Family Trust	Greg Murray	Short Term Release Shares: 411,210 Medium Term Release Shares: 822,408 Long Term Release Shares: 1,233,612
Tim Lagana & Amanda Lagana ATF Lagana Family Trust	Tim Lagana	Short Term Release Shares: 80,715 Medium Term Release Shares: 32,286 Long Term Release Shares: 48,429



Schedule 2

Release from Dealing restrictions

During the Escrow Period, a Shareholder or Controller may Deal in its Restricted Shares and Controller Interests in the proportions and at the times set out in the table below.

Item	Restricted Shares	Release from Dealing restrictions
1	Short Term Release Shares	<p>The number of Short Term Release Shares equal to one-third of the number of Short Term Release Shares may be Dealt with on each of the following dates:</p> <ul style="list-style-type: none">• the Business Day after release of the Company's financial results for the full year ending 30 June 2016 to ASX (FY16 Short Term Release Date);• the Business Day after release of the Company's financial results for the full year ending 30 June 2017 to ASX (FY17 Short Term Release Date); and• the Business Day after release of the Company's financial results for the full year ending 30 June 2018 to ASX (FY18 Short Term Release Date).
2	Medium Term Release Shares	<p>Subject to any of the terms set out in Schedule 3, the Medium Term Release Shares may be Dealt with on the earlier of the following dates:</p> <ul style="list-style-type: none">• the Business Day after release of the Company's financial results for the full year ending 30 June 2025 to ASX; and• the date on which the Shareholder or Controller (whichever is a Radiologist or Manager) satisfies each of the following conditions:<ul style="list-style-type: none">– is 60 years of age or older; and– has been continuously employed by a Group Company for more than 7 years.
3	Long Term Release Shares	<p>The Long Term Release Shares may be Dealt with when the Shareholder or Controller (whichever is a Radiologist or Manager) satisfies each of the following conditions:</p> <ul style="list-style-type: none">• is 60 years of age or older; and• has been continuously employed by a Group Company for more than 7 years, <p>except the Non-Compete Restricted Shares Parcel, which must not be Dealt with until 12 months' has elapsed from the date on which the above conditions were satisfied and the following conditions are also met:</p>



Item	Restricted Shares	Release from Dealing restrictions
		<ul style="list-style-type: none">the Board resolves that the Radiologist or Manager ceases to provide Diagnostic Imaging Services or be involved in the management of a Diagnostic Imaging Services business on a permanent basis; andthe Shareholder or Controller (whichever is a Radiologist or Manager) enters into the Restraint Deed with the Company (in a form acceptable to the Board) and remains in compliance with that Restraint Deed (Non-Compete Restricted Shares Parcel Terms).



Schedule 3

Exceptions from Dealing restrictions

During the Escrow Period, a Shareholder or Controller may, with the prior written consent of the Board, on the occurrence of the conditions set out in set out in column 2 (*Conditions*) in relation to an Event set out in column 1 (*Event*), Deal in its Restricted Shares and Controller Interests on the terms set out in column 3 (*Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions*).

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
Death / permanent incapacity	A Shareholder or its Controller (whichever is a Radiologist or Manager): <ul style="list-style-type: none">dies; oris injured, suffers from a medical condition or other impairment such that the he or she cannot perform his or her duties in accordance with his or her employment agreement with a Group Company for a continuous period of 2 years.	100% of Restricted Shares and Controller Interests may be Dealt with.
Age based exceptions for Radiologists and Managers who are close to 60 years of age	A Shareholder or its Controller (whichever is a Radiologist or Manager) is prior to the FY16 Short Term Release Date, 60 years of age or older.	Except for the Non-Compete Restricted Share Parcel that is subject to the Non-Compete Restricted Shares Parcel Terms, 100% of Restricted Shares and Controller Interests may be Dealt with as if they were Short Term Release Shares in accordance with item 1 of Schedule 2.
	A Shareholder or its Controller (whichever is a Radiologist or Manager) turns 60 years of age after the FY16 Short Term Release Date but before the FY17 Short Term Release Date.	Except for the Non-Compete Restricted Share Parcel that is subject to the Non-Compete Restricted Shares Parcel Terms: <ul style="list-style-type: none">the Short Term Release Shares may

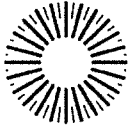
1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
		<p>be Dealt with in accordance with item 1 of Schedule 2;</p> <ul style="list-style-type: none"> two-thirds of the Medium Term Release Shares and Long Term Release Shares that are subject to Dealing restrictions may be Dealt with from the FY17 Short Term Release Date; and the remaining one-third of the Medium Term Release Shares and Long Term Release Shares that are subject to Dealing restrictions may be Dealt with from the FY18 Short Term Release Date.
	<p>A Shareholder or its Controller (whichever is a Radiologist or Manager) turns 60 years of age after the FY17 Short Term Release Date but before the FY18 Short Term Release Date.</p>	<p>Except for the Non-Compete Restricted Share Parcel that is subject to the Non-Compete Restricted Shares Parcel Terms:</p> <ul style="list-style-type: none"> the Short Term Release Shares may be Dealt with in accordance with item 1 of Schedule 2; and all of the Medium Term Release Shares and Long Term Release Shares that are subject to Dealing restrictions may be Dealt with from the FY18 Short Term Release Date.
Involuntary leaver	<p>A Shareholder or its Controller (whichever is a Radiologist or Manager) ceases to be engaged by a Group Company at the election of the Company other than due to</p>	<p>100% of Restricted Shares and Controller Interests may be Dealt</p>

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
	a breach by the Radiologist or Manager (as the case may be) of their employment agreement with a Group Company.	with.
Voluntary leaver – Management	<p>A Shareholder or Controller (whichever is a Manager) has satisfied the Board that he or she will not, in the Management Restricted Area, be directly or indirectly involved in any capacity, carry on, be employed by or otherwise engaged, concerned or interested in any business that is substantially the same as the business of a Group Company or that competes with the business of a Group Company (except that the Manager may be employed by or act as a consultant to, such a business in the capacity as a radiographer or sonographer, provided that the Manager:</p> <ul style="list-style-type: none"> • does not act in an executive or management capacity; and • does not have any form of ownership or economic interest in that business.) <p>This exception does not apply to a Radiologist Shareholder.</p>	33⅓% of Restricted Shares and Controller Interests may be Dealt with on each of the three anniversaries subject to the satisfaction of the conditions relating to this event.
Voluntary leaver – relocation	<p>A Shareholder or Controller (whichever is a Radiologist) has satisfied the Board that he or she:</p> <ul style="list-style-type: none"> • has relocated on a permanent basis to a location that is outside the Radiologist Restricted Area; and • used his or her best endeavours to transition his or her Diagnostic Imaging Services business to another Radiologist. <p>This exception does not apply to a Management Shareholder.</p>	33⅓% of Restricted Shares and Controller Interests may be Dealt with on each of the three anniversaries subject to the satisfaction of the conditions relating to this event.
Voluntary leaver – career change	<p>A Shareholder or Controller (whichever is a Radiologist) has satisfied the Board that he or she:</p> <ul style="list-style-type: none"> • has permanently retired from the Radiologist Industry; and 	33⅓% of Restricted Shares and Controller Interests may be Dealt with on each of the three anniversaries subject to the satisfaction of the

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
	<ul style="list-style-type: none"> used his or her best endeavours to transition his or her Diagnostic Imaging Services business to another Radiologist. <p>This exception does not apply to a Management Shareholder.</p>	<p>conditions relating to this event.</p>
Retirement transition	<p>A Shareholder or its Controller (whichever is a Radiologist or Manager):</p> <ul style="list-style-type: none"> is 55 years of age or older; transitions to part-time employee status and is engaged by a Group Company to work at least 60% of their previous full-time workload (in hours); and has been continuously employed by a Group Company for more than 7 years. 	<ul style="list-style-type: none"> 20% of each of the Short Term Release Shares, Medium Term Release Shares, Long Term Release Shares and associated Controller Interests may be Dealt with. The remaining 80% of each of the Short Term Release Shares, Medium Term Release Shares, Long Term Release Shares and associated Controller Interests must be Dealt with in accordance with Schedule 2.
Bad leaver	<p>A Shareholder or Controller (whichever is a Radiologist or Manager) ceases to be employed by a Group Company in circumstances other than those permitted in this deed or their employment agreement with a Group Company.</p>	<ul style="list-style-type: none"> 100% of each of the Medium Term Restriction Shares and Long Term Restriction Shares and associated Controller Interests may be Dealt with on the date that is 3 years after the cessation of employment. Despite the foregoing, if required by the Board, the Shareholder and Controller acknowledge that it must sell up to the number of Restricted Shares equal to the Non-Compete Restricted Shares



1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
		Parcel as a condition to the Dealing being permitted and the proceeds of the sale are to be used by the Company to compensate it for any costs, expenses and losses resulting directly from the Shareholder's or Controller's cessation of employment.
Board discretion	Upon written application by a Shareholder or Controller (whichever is a Radiologist or Manager) to the Board, the Board may, at its absolute discretion, vary the terms on which Restricted Shares and Controller Interests may be Dealt with. However, the Board may not vary the terms on which Restricted Shares and Controller Interests may be Dealt with in a manner that would be less favourable to the Shareholder or its Controller than the terms of this deed.	As determined by the Board.
SCR Put Option Deed	A Shareholder or Controller (whichever is a SCR Radiologist) may Deal in Restricted Shares by exercising the Put Option in accordance with the SCR Put Option Deed.	The number of Restricted Shares the subject of the SCR Put Option Deed.



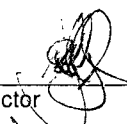
Signing page

Executed as a deed

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ► 
Company Secretary/Director

print name HELEN KURINAC

sign here ► 
Director

print name JOHN LIVINGSTON

Signed sealed and delivered for each **Shareholder** (severally) and for each
Controller (severally) by their attorney Integral Diagnostics Limited

sign here ► 
Company Secretary/Director

print name HELEN KURINAC

sign here ► 
Director

print name JOHN LIVINGSTON



HERBERT
SMITH
FREEHILLS

Execution Version

Restriction deed (Advent)

Each party named as a 'Shareholder' in Schedule 1

Each party named as a 'Controller' in Schedule 1

Integral Diagnostics Limited



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Restriction deed

Date ► 1 October 2015

Between the parties

Company	Integral Diagnostics Limited ABN 55 130 832 816 of 1111 Howitt Street, Wendouree VIC 3355 (Company)
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Shareholders	Each party named as a ' Shareholder ' in Schedule 1 (each a Shareholder)
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Controllers	Each party named as a ' Controller ' in Schedule 1 (each a Controller)
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Recitals	In connection with the Offer, each Shareholder and Controller (each listed in Schedule 1) agrees to not Deal in their Restricted Shares and Controller Interests (as relevant) on the terms of this deed.
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This deed witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Board	the board of directors of the Company.
Business Day	a day on which banks are open for business in Victoria, New South Wales or Queensland, other than a Saturday, Sunday or public holiday in Victoria, New South Wales or Queensland.
Business Hour	9.00am to 5.00pm on any Business Day.
Controller Interest	in respect of a Controller, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share or Controller Interest, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;



Term	Meaning
	<ul style="list-style-type: none">• enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controller Interest;• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; or• agree to do any of these things. <p>Deal and Dealt each have a corresponding meaning.</p>
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period commencing on the date on which Shares are first quoted on the ASX until the Business Day after the date on which the Company releases its full-year results for the period ending 30 June 2016 to ASX.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.
Offer	means the offer of Shares pursuant to the Prospectus.
Offer Price	has the meaning given to that term in the Prospectus.



Term	Meaning
Prospectus	means the prospectus to be issued by the Company and Integral SaleCo Limited dated on or about 1 October 2015 and lodged with ASIC on or around that date.
Related Shareholder	in relation to a Controller, each Shareholder against whose name the Controller is listed in Schedule 1.
Restricted Shares	<ul style="list-style-type: none">• in relation to a Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1;• any Shares that become Restricted Shares pursuant to clause 2.6(b); and• any securities in the Company attaching to or arising out of those Shares.
Restriction Deed	a restriction deed entered into in connection with the Offer.
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	an ordinary fully paid share in the Company.
Shareholder	Each party named as a 'Shareholder' in Schedule 1.
Trading Day	a 'trading day' as defined in the Listing Rules.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;



- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group; and
- (e) the schedules form part of this deed.

1.3 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the 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 Listing Rules require to be done;
- (c) if the 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 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 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 Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Shareholder restrictions during Escrow Period

Subject to clauses 2.4, 2.5 and 2.6, each Shareholder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Controller restrictions during Escrow Period

Subject to clauses 2.4 and 2.5, each Controller must not Deal in the Controller Interests during the Escrow Period.

2.3 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to each Shareholder or the commencement of trading of the Restricted Shares on the ASX pursuant to the Offer, as applicable, the Restricted Shares will be registered and held for the Shareholder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored

Subregister and each Shareholder hereby agrees to the application of the Holding Lock; and

- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,
 including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.4 Exceptions

- (a) During the Escrow Period, a Shareholder or Controller may Deal in any of its Restricted Shares or Controller Interests (as relevant) if the Dealing arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Restriction Deed, and to which the offers under the bid relate, have accepted the bid;
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (3) any Dealing is in connection with an:
 - (A) equal access share buyback;
 - (B) equal capital return; or
 - (C) equal capital reduction,
 in each case, made in accordance with the Corporations Act; or
 - (4) a requirement of applicable law (including an order of a court of competent jurisdiction).
- (b) If either of the events described in clauses 2.4(a)(1) and 2.4(a)(2) occur, and if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement for any reason, then the Shareholder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled.

2.5 Special exception

A Shareholder or Controller (as relevant) may Deal in the number of Restricted Shares or Controller Interests (as relevant) equal to 25% of the Restricted Shares or Controller Interests if:

- (a) the Company has released its half-year financial results for the period ending 31 December 2015 to ASX (**Release Date**); and
- (b) the price of Shares on ASX (calculated on a volume weighted average price basis) for any 20 consecutive Trading Days after the Release Date is, or is more than, 20% higher than the Offer Price.

2.6 Exception for share lending arrangements

- (a) A Shareholder may Deal in Restricted Shares, and allow Integral Diagnostics SaleCo Limited to Deal in Restricted Shares, in order to give effect to the transactions contemplated by any stock lending agreement between that Shareholder and Integral Diagnostics SaleCo Limited dated on or about the date of this deed (**Stock Lending Agreement**).
- (b) To the extent that they are not already Restricted Shares pursuant to this deed, any Shares that are transferred to a Shareholder pursuant to a Stock Lending Agreement will become Restricted Shares immediately upon Transfer to the Shareholder.

2.7 Notice

If a Shareholder or Controller becomes aware:

- (a) that a Dealing in any Restricted Shares or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares or Controller Interests during the Escrow Period,

that is not in accordance with the terms of this deed, it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates if the Company is not admitted to the official list of the ASX by 29 February 2016.

4 Warranties and acknowledgment

4.1 Giving of warranties

Subject to clause 2, each Shareholder and Controller gives the warranties and representations in favour of the Company that the following is true and correct as at the date of this deed and at all times until expiry of the Escrow Period (except as expressly provided for below):

- (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 a Shareholder or Controller 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 it of this deed does not and will not violate, breach or result in a contravention of:

- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents (or, if a Shareholder or Controller is a Trustee, the trust deed for the Trust); or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the beginning of the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period in contravention of this deed;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the Offer, any economic or beneficial interest in the equity or Restricted Shares of a Shareholder other than its applicable Controller;
- (h) each Shareholder holds the Restricted Shares and each Controller holds the Controller Interests set out in Schedule 1;
- (i) as at settlement of the Offer, the Restricted Shares are all the securities, economic interests or other interests that each Shareholder has directly or indirectly in the Company;
- (j) the Controller Interests are all the securities, economic interests or other interests in a Shareholder or the Restricted Shares in which a Controller has an interest;
- (k) if a Shareholder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as Trustee of the Trust; and
- (l) if a Shareholder or Controller is a Trustee:
 - (1) the Shareholder or Controller 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 Shareholder or Controller has not released or disposed of its equitable lien over that trust; and
 - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

4.2 Acknowledgment

Each Shareholder and Controller acknowledge that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.3 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If a Shareholder or Controller breaches this deed (a **Defaulting Party**), each of the following applies:
 - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If a Shareholder or Controller breaches this deed, the Shareholder and Controller each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each Shareholder and Controller agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Notices

- (a) A notice or other communication to a party under this agreement (**Notice**) must be in writing and in English and signed by or on behalf of the sending party, and addressed to that party in accordance with the details below (or any alternative details nominated to the sending party by Notice).

Party	Notice details
Shareholders	For each Shareholder, the name, address, fax number (if any) and email address (if any) specified for that Shareholder in the Company's register of members from time to time.
Controllers	For each Controller, the name, address, fax number (if any) and email address (if any) specified for the Controller's Related Shareholder(s) in the Company's register of members from time to time.
Company	Attention: Chief Executive Officer Address: 1111 Howitt Street, Wendouree VIC 3355 Phone: 03 5339 0700 Email: livingstonj@lakeimaging.com.au



- (b) A Notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below. However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (business hours period), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By fax to the identified or nominated fax number (but only if a fax number is identified or nominated)	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety. However, if the recipient party informs the sending party within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this 4 hour period, only time within a business hours period is to be included.
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.



7.2 Amendment

This deed may not be amended without the prior written consent of the parties.

7.3 Counterparts

This deed may be executed in any number of counterparts.

7.4 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Shareholders, Controllers and Restricted Shares

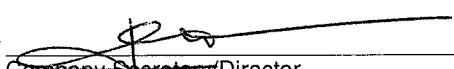
Shareholder	Controller ('N/A' if none)	Restricted Shares
Advent CI Pty Ltd as trustee for Advent Lake Co-investment Fund	N/A	8,070,570
APC I Pty Ltd as trustee for Advent 6 A Trust	N/A	5,830,065
APC II Pty Ltd as trustee for Advent 6 B Trust	N/A	2,900,505
APC III Pty Ltd as trustee for Advent 6 C Trust	N/A	4,720,620



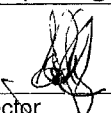
Signing page

Executed as a deed

Signed sealed and delivered by
Integral Diagnostics Limited
by

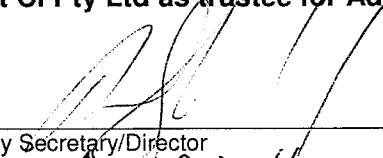
sign here ► 
Company Secretary/Director

print name HELEN KURINAC

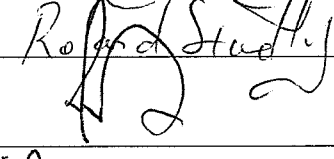
sign here ► 
Director

print name JOHN LIVINGSTON

Signed sealed and delivered by
Advent CI Pty Ltd as trustee for Advent Lake Co-investment Fund
by

sign here ► 
Company Secretary/Director

print name Robert Studdy

sign here ► 
Director

print name RAMESHWAR



Signed sealed and delivered by
APC I Pty Ltd as trustee for Advent 6 A Trust
by

sign here ► _____
Company Secretary/Director

print name _____
Roland Staddy

sign here ► _____
Director

print name _____
R A Macrae

Signed sealed and delivered by
APC II Pty Ltd as trustee for Advent 6 B Trust
by

sign here ► _____
Company Secretary/Director

print name _____
Roland Staddy

sign here ► _____
Director

print name _____
R A Macrae



Signed sealed and delivered by
APC III Pty Ltd as trustee for Advent 6 C Trust
by

sign here ►

Company Secretary/Director

print name

sign here ►

Director

print name