

Form 604

Corporations Act 2001

Section 671B

Notice of change of interests of substantial holderTo Company Name/Scheme **Prime Financial Group Ltd**ACN/ARSN **009 487 674****1. Details of substantial holder (1)**Name **PFG Employee Share Plan Pty Ltd and Vaughan Webber**ACN/ARSN (if applicable) **139 057 435**There was a change in the interests of the substantial holder on **21/12/2015**The previous notice was given to the company on **31/05/2013**The previous notice was dated **31/05/2013****2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

| Class of securities (4) | Previous notice | | Present notice | |
|-----------------------------------------|-------------------|------------------|-------------------|------------------|
| | Person's votes | Voting power (5) | Person's votes | Voting power (5) |
| Fully Paid Ordinary (FPO) Shares | 19,164,644 | 11.04% | 28,437,475 | 16.02% |
| | | | | |

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

| Date of change | Person whose relevant interest changed | Nature of change (6) | Consideration given in relation to change (7) | Class and number of securities affected | Person's votes affected |
|------------------------------------------|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------|-------------------------|
| Between 04/09/2013 and 02/06/2015 | Vaughan Webber and PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust | Acquisition of 2,250,000 shares effected by on market transactions | \$259,121 | Ordinary Fully Paid Shares - 2,250,000 | 2,250,000 |
| 06/03/2015 | Vaughan Webber and PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan | Allocation of 200,000 shares from PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust to an | \$20,000 | Ordinary Fully Paid Shares - 200,000 | (200,000) |

| | | | | | |
|-----------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Trust | employee of Prime Financial Group Ltd effected by an off market transfer | | | |
| 11/05/2015 | Mr Vaughan Webber ATF Carroll Pike & Piercy Employee Unit Trust | Disposal of 200,000 shares effected by on market transaction | \$19,921 | Ordinary Fully Paid Shares - 200,000 | (200,000) |
| Between 05/06/2015 and 22/09/2015 | Vaughan Webber and PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust | Acquisition of 1,850,000 shares effected by on market transactions | \$180,967 | Ordinary Fully Paid Shares - 1,850,000 | 1,850,000 |
| Between 23/09/2015 and 12/11/2015 | Vaughan Webber and PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust | Acquisition of 560,124 shares effected by on market transactions | \$52,943 | Ordinary Fully Paid Shares - 560,124 | 560,124 |
| 21/12/2015 | Vaughan Webber and PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust | Allocation of 4,535,124 shares from PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust to employees / directors of Prime Financial Group Ltd effected by an off market transfer in accordance with the offer letters contained in Annexure A & B | \$481,058 | Ordinary Fully Paid Shares - 4,535,124 | (4,535,124) |
| 21/12/2015 | Vaughan Webber and PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust | Put option over 2,947,831 shares and put option over existing shares of 6,600,000 granted by PFG Employee Share Plan | N/A | Ordinary Fully Paid Shares - 9,547,831 | 9,547,831 Votes attaching to these shares may only be voted by PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust if, and to the extent, the |

| | | | | | |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--------------------------------------------------------------------------------|
| | | Pty Ltd ATF PFG Employee Share Plan Trust to Domain Investment (Melbourne) Pty Ltd as referred to in the offer letter contained in Annexure A. | | | options are exercised by Domain Investment (Melbourne) Pty Ltd. |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--------------------------------------------------------------------------------|

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

| Holder of relevant interest | Registered holder of securities | Person entitled to be registered as holder (8) | Nature of relevant interest (6) | Class and number of securities | Person's votes |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mr Vaughan Webber ATF Carroll Pike & Piercy Employee Unit Trust | Mr Vaughan Webber ATF Carroll Pike & Piercy Employee Unit Trust | Mr Vaughan Webber ATF Carroll Pike & Piercy Employee Unit Trust | Vaughan Webber is the registered holder in his capacity as trustee of the Carroll Pike & Piercy Employee Unit Trust | Ordinary Fully Paid Shares - 3,395,730 | 3,395,730 |
| Vaughan Webber and PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust | PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust | PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust | PFG Employee Share Plan Pty Ltd is the registered holder in its capacity as trustee of the PFG Employee Share Plan Trust. Vaughan Webber has a relevant interest pursuant to s608(3)(a) of the Corporations Act 2001- he is the sole shareholder and director of PFG Employee Share Plan Pty Ltd | Ordinary Fully Paid Shares - 15,391,666 | 15,391,666 |
| Vaughan Webber and PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust | Domain Investment (Melbourne) Pty Ltd | Domain Investment (Melbourne) Pty Ltd | PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust holds a relevant interest in the shares pursuant to put option arrangements described above and in the document | Ordinary Fully Paid Shares - 9,547,831 | 9,547,831 Votes attaching to these shares may only be voted by PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust if, and to the extent, the options are |

| | | | | | |
|----------------|-----------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------------------------|
| | | | <p>attached to this notice in Annexure A.</p> <p>Vaughan Webber has a relevant interest pursuant to s608(3) (a) of the Corporations Act 2001- he is the sole shareholder and director of PFG Employee Share Plan Pty Ltd.</p> | | <p>exercised by Domain Investment (Melbourne) Pty Ltd.</p> |
| Vaughan Webber | Vaughan & Mary Webber | Vaughan & Mary Webber | Registered Holder | Ordinary Fully Paid Shares - 102,248 | 102,248 |

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

6. Addresses

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

| Name | Address |
|-------------------------------------------------------------------|----------------------------------------------------------------------|
| Mr Vaughan Webber ATF Carroll Pike & Piercy Employee Unit Trust | Level 17, Como Office Tower, 644 Chapel Street, South Yarra VIC 3141 |
| PFG Employee Share Plan Pty Ltd ATF PFG Employee Share Plan Trust | Level 17, Como Office Tower, 644 Chapel Street, South Yarra VIC 3141 |

Signature

print name Vaughan Webber

Director

sign here

date

22 / 12 / 15

DIRECTIONS

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

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

"Annexure A"

This is Annexure A of 6 pages referred
to in the form 604 Notice of Change of
Interests of Substantial Holder signed
by me and dated 22/12/2015


Vaughan Webber



**OFFER DOCUMENT
PFG EMPLOYEE SHARE PLAN**

SIMON MADDER

18 December 2015

OFFER DOCUMENT

PFG EMPLOYEE SHARE PLAN

Dear Simon

We are pleased to offer you the opportunity to participate in the PFG Employee Share Plan ("**the Plan**") subject to the terms set out in this document ("**the Offer**").

We confirm that you are invited to apply for up to 2,947,831 shares in Prime Financial Group Limited ("**PFG**") ("**Plan Shares**"). The Plan Shares the subject of this Offer will be allocated to you or your nominee at an issue price of 10.61 cents (\$0.1061) per Plan Share and will rank equally with PFG's ordinary fully paid shares and will be quoted on the ASX.

The Plan Shares will be acquired (or will have been acquired) by the trustee of the Plan from the Company's existing issued share capital accordingly, no new shares will be issued as a consequence of your acceptance of the Offer .

This document provides important information relating to accepting the Offer.

Reason for Establishing the Plan

The purpose of the Plan is to reward PFG employees for their ongoing commitment to PFG and to provide them with additional incentive to improve the longer-term financial performance of PFG.

Plan Rules

This Offer has been made in accordance with and subject to the Plan Rules which you agree to be bound by. At any time while you hold Plan Shares you may request a copy of the Plan Rules free of charge by contacting PFG's Company Secretary and PFG undertakes to provide a copy within a reasonable time of receiving a request.

Financial Accommodation

It is proposed that the acquisition cost of the Plan Shares will be funded via a loan that is to be provided to you by PFG Employee Share Plan Pty Ltd ("**the Trustee**") who administers the Plan ("**the Loan**"). The Loan will be documented in a formal agreement ("**Loan Agreement**") that will set out the terms upon which financial assistance will be provided to enable you to participate in the Plan.

The Loan Agreement will, among other things, make provision for:

- interest to be charged at a commercial rate and capitalised on a monthly basis if not paid;
- the Loan and any capitalised or outstanding interest to be repaid within 4 years (with no penalty for early repayment) subject to extension in the event that your employment with PFG is terminated;

- security in the form of a general securities agreement over the assets (excluding Prime shares) of the nominee

Buy Back

You will also be entitled to require the Trustee to purchase the Plan Shares from you in certain circumstances. The terms on which you can require the Trustee to purchase the Plan Shares from you, which replicate the arrangements that were put in place in respect of the 6,600,000 plan shares that were issued to you in 2013, are as follows:

- (a) at any time during your employment with Prime Financial Group Limited or within 2 years after the date on which your employment ends (for whatever reason) you may give notice ("Notice") requiring the Trustee to purchase the Plan Shares from you. However, you may only issue a Notice prior to the date the Loan is due for repayment. The purchase price per Plan Share will be the greatest of:
 - (i) 75% of the issue price (issue price being 10.61 cents (\$0.1061));
 - (ii) the volume weighted average price of Prime Financial Group Limited shares during the 30 days immediately preceding the date you give the Notice; and
 - (iii) an amount determined by an independent expert appointed at your request (the identity of whom must be agreed to in writing by both parties acting reasonably) as being the reasonable value of the Plan Shares as at the date of the Notice.
- (b) The Trustee may apply the proceeds of the purchase towards the repayment of the Loan. After the Loan has been repaid in full, the Trustee must pay the balance of the monies relating to the purchase to you (or as directed by you).

Vesting Conditions

Subject to acceptance of your Application Form (see below) the Plan Shares the subject of this Offer will be allocated to you or your nominee and will not be subject to any vesting conditions.

Advice

Any advice given by a representative of PFG in connection with the Offer is general advice only. You should consider obtaining your own financial product advice from a licensed financial adviser prior to making a decision whether to participate in the Plan and execute the Loan Agreement.

Furthermore, the taxation consequences of participating in the Plan may vary depending on your individual circumstances. Accordingly, it is recommended that you obtain your own advice as to the taxation implications of participating in the Plan taking into account your own personal circumstances.

PFG, the Trustee, their directors, officers and employees can take no responsibility for any loss or any other liability due to any action on your part, or any failure to act, in connection with the Plan.

What do I do next?

Should you wish to accept the Offer please complete and return the Application Form attached hereto within 21 days of the date of this Offer ("**Closing Date**").

If you do not apply by the Closing Date you will not receive Plan Shares nor will you be required to enter into the Loan Agreement. There will be no other implications.


Timing of Allocation of Plan Shares

As soon as practicable after acceptance of your Application Form by PFG, you will be asked to sign the Loan Agreement and once this has been executed the number of Plan Shares nominated in your Application Form will be allocated and transferred to you or your nominee. If you fail to execute the Loan Agreement no Plan Shares will be issued to you.

If, for whatever reason PFG does not accept your application, it will notify you accordingly.

In the event you have any queries do not hesitate to contact me

Yours faithfully



Vaughan Webber

PRIME FINANCIAL GROUP LIMITED

A.C.N. 009 487 674

**APPLICATION FORM
PFG EMPLOYEE SHARE PLAN**

To: The Company Secretary
Prime Financial Group Limited
Level 17, Como Office Tower
644 Chapel Street
Sth Yarra VIC 3144

APPLICATION TO PARTICIPATE IN PFG EMPLOYEE SHARE PLAN

I, the below named Applicant, hereby apply for the number of ordinary fully paid Plan Shares described below in Prime Financial Group Limited ("the Company") or such lesser number of Plan Shares which may be allocated to me by the Directors of the Company. My application is made in accordance with and subject to the terms and conditions set out in the Offer Document issued to me in respect of the PFG Employee Share Plan dated 18/12/2015 ("Offer Document"):

| Name of Applicant | Number of Shares Applied for | Price per share | Application Money Payable |
|-------------------|------------------------------|-----------------|---------------------------|
| Simon Madder | 2,947,831 | \$0.1061 | \$312,687 |

CONFIRMATION OF CONTACT DETAILS OF APPLICANT OR NOMINEE (if applicable)

Postal Address (PLEASE PRINT)

I nominate the following entity to hold the Plan Shares on my behalf:

Domain Investment (Melbourne) Pty Ltd of

Level 17, Como Office Tower
644 Chapel Street
South Yarra VIC 3141

Contact Name

Simon Madder

Telephone number – Business hours

(03) 9827 6999

Telephone Number – After hours

()

E-mail address

simonm@primefinancial.com.au

The above named Applicant:

- (a) Upon being notified that the Application has been accepted by the Company agrees to enter into the loan agreement ("Loan Agreement") described in the Offer Document which will facilitate the allotment of the Plan Shares in accordance with the terms and conditions set out in the Offer Document;
- (b) Agrees to be bound by the Constitution of the Company and to ensure that any nominee will be bound by the constitution of the Company;
- (c) Understands the allotment of any Plan Shares is subject to director approvals being obtained.

Declaration and Statements:

By lodging this Application Form:

I authorise the Company and the administrator of the PFG Employee Share Plan to complete and execute any documentation necessary to effect the allocation of Plan Shares in accordance with the terms set out in the Offer Document and this Application Form; and

I acknowledge that returning the Application Form and entering into the Loan Agreement will constitute my offer to subscribe for Plan Shares which are to be held on and subject to the terms set out in the Offer Document and the Company's Constitution.

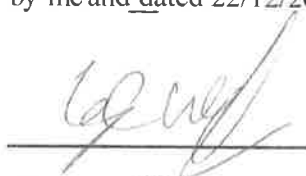
Applicant must sign below:

Signature(s):

Date: 21/12/2015

"Annexure B"

This is Annexure B of 5 pages
referred to in the form 603 Notice of
Initial Substantial Shareholder signed
by me and dated 22/12/2015



Vaughan Webber



**OFFER DOCUMENT
PFG EMPLOYEE SHARE PLAN**

PETER MADDER

18 December 2015

OFFER DOCUMENT

PFG EMPLOYEE SHARE PLAN

Dear Peter

We are pleased to offer you the opportunity to participate in the PFG Employee Share Plan ("**the Plan**") subject to the terms set out in this document ("**the Offer**").

We confirm that you are invited to apply for up to 1,587,293 shares in Prime Financial Group Limited ("**PFG**") ("**Plan Shares**"). The Plan Shares the subject of this Offer will be allocated to you or your nominee at an issue price of 10.61 cents (\$0.1061) per Plan Share and will rank equally with PFG's ordinary fully paid shares and will be quoted on the ASX.

The Plan Shares will be acquired (or will have been acquired) by the trustee of the Plan from the Company's existing issued share capital accordingly, no new shares will be issued as a consequence of your acceptance of the Offer .

This document provides important information relating to accepting the Offer.

Reason for Establishing the Plan

The purpose of the Plan is to reward PFG employees for their ongoing commitment to PFG and to provide them with additional incentive to improve the longer-term financial performance of PFG.

Plan Rules

This Offer has been made in accordance with and subject to the Plan Rules which you agree to be bound by. At any time while you hold Plan Shares you may request a copy of the Plan Rules free of charge by contacting PFG's Company Secretary and PFG undertakes to provide a copy within a reasonable time of receiving a request.

Financial Accommodation

It is proposed that the acquisition cost of the Plan Shares will be funded via a loan that is to be provided to you by PFG Employee Share Plan Pty Ltd ("**the Trustee**") who administers the Plan ("**the Loan**"). The Loan will be documented in a formal agreement ("**Loan Agreement**") that will set out the terms upon which financial assistance will be provided to enable you to participate in the Plan.

The Loan Agreement will, among other things, make provision for:

- interest to be charged at a commercial rate and capitalised on a monthly basis if not paid;
- the Loan and any capitalised or outstanding interest to be repaid within 4 years (with no penalty for early repayment)
- security in the form of a general securities agreement over the asset (excluding Prime shares) of the nominee

Vesting Conditions

Subject to acceptance of your Application Form (see below) the Plan Shares the subject of this Offer will be allocated to you or your nominee and will not be subject to any vesting conditions.

Advice

Any advice given by a representative of PFG in connection with the Offer is general advice only. You should consider obtaining your own financial product advice from a licensed financial adviser prior to making a decision whether to participate in the Plan and execute the Loan Agreement.

Furthermore, the taxation consequences of participating in the Plan may vary depending on your individual circumstances. Accordingly, it is recommended that you obtain your own advice as to the taxation implications of participating in the Plan taking into account your own personal circumstances.

PFG, the Trustee, their directors, officers and employees can take no responsibility for any loss or any other liability due to any action on your part, or any failure to act, in connection with the Plan.

What do I do next?

Should you wish to accept the Offer please complete and return the Application Form attached hereto within 21 days of the date of this Offer ("**Closing Date**").

If you do not apply by the Closing Date you will not receive Plan Shares nor will you be required to enter into the Loan Agreement. There will be no other implications.

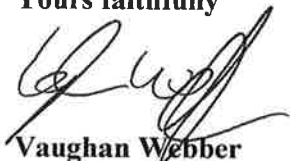
Timing of Allocation of Plan Shares

As soon as practicable after acceptance of your Application Form by PFG, you will be asked to sign the Loan Agreement and once this has been executed the number of Plan Shares nominated in your Application Form will be allocated and transferred to you or your nominee. If you fail to execute the Loan Agreement no Plan Shares will be issued to you.

If, for whatever reason PFG does not accept your application, it will notify you accordingly.

In the event you have any queries do not hesitate to contact me

Yours faithfully



Vaughan Webber

PRIME FINANCIAL GROUP LIMITED

A.C.N. 009 487 674

**APPLICATION FORM
PFG EMPLOYEE SHARE PLAN**

To: The Company Secretary
Prime Financial Group Limited
Level 17, Como Office Tower
644 Chapel Street
Sth Yarra VIC 3144

APPLICATION TO PARTICIPATE IN PFG EMPLOYEE SHARE PLAN

I, the below named Applicant, hereby apply for the number of ordinary fully paid Plan Shares described below in Prime Financial Group Limited ("the Company") or such lesser number of Plan Shares which may be allocated to me by the Directors of the Company. My application is made in accordance with and subject to the terms and conditions set out in the Offer Document issued to me in respect of the PFG Employee Share Plan dated 18/12/2015 ("Offer Document"):

| Name of Applicant | Number of Shares Applied for | Price per share | Application Money Payable |
|-------------------|------------------------------|-----------------|---------------------------|
| Peter Madder | 1,587,293 | \$0.1061 | \$168,371 |

CONFIRMATION OF CONTACT DETAILS OF APPLICANT OR NOMINEE (if applicable)

Postal Address (PLEASE PRINT)

I nominate the following entity to hold the Plan Shares on my behalf:

Madder Corporate Pty Ltd ATF The MC Trust
Unit 603, 2 Slater Street,
Melbourne 3004

Contact Name

Peter Madder

Telephone number – Business hours

(03) 9827 6999

Telephone Number – After hours

() 0418 883 340

E-mail address

peterm@primefinancial.com.au

The above named Applicant:

- (a) Upon being notified that the Application has been accepted by the Company agrees to enter into the loan agreement ("Loan Agreement") described in the Offer Document which will facilitate the allotment of the Plan Shares in accordance with the terms and conditions set out in the Offer Document;
- (b) Agrees to be bound by the Constitution of the Company and to ensure that any nominee will be bound by the constitution of the Company;
- (c) Understands the allotment of any Plan Shares is subject to director approvals being obtained.

Declaration and Statements:

By lodging this Application Form:

I authorise the Company and the administrator of the PFG Employee Share Plan to complete and execute any documentation necessary to effect the allocation of Plan Shares in accordance with the terms set out in the Offer Document and this Application Form; and

I acknowledge that returning the Application Form and entering into the Loan Agreement will constitute my offer to subscribe for Plan Shares which are to be held on and subject to the terms set out in the Offer Document and the Company's Constitution.

Applicant must sign below:

Signature(s):

A handwritten signature in black ink, appearing to read 'Shelly', is written over a horizontal dotted line.

Date: 21/12/2015