

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme	Wolfstrike Rentals Group Limited
Applicable ACN/ARSN	107 745 095

1. Details of substantial holder (1)

Name	WolfStrike Rentals Group Limited (Company) and each of its subsidiaries listed in Annexure A (together, the Wolfstrike Group)
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ACN/ARSN (if applicable)	107 745 095 (see also Annexure A)
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The holder became a substantial holder on 06 June 2017

2. Details of voting power

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

Class of securities (4)	Number of Securities	Person's Votes (5)	Voting Power (6)
Ordinary Shares	2,476,844,580	2,476,844,580	65.95%

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
WolfStrike Rentals Group Limited	The Company is the holder of a relevant interest in 1,650,000,000 fully paid ordinary shares in the capital of the Company issued to the vendors of FE Investments (FEI) Limited under a share purchase agreement entered into for the purchase of FEI; and 300,000,000 fully paid ordinary shares in the capital of the Company issued to the vendors of FEI being tranche 1 Earn Out Shares (Tranche 1 Shares) By reason of section 608(1)(c) of the Corporations Act, arising from the restriction on the disposal of these shares under the Voluntary Escrow Deeds dated 6 June 2017, a pro-forma copy of which is annexed to this Form 603 and marked Annexure B.	Ordinary Shares 1,950,000,000
WolfStrike Rentals Group Limited	The Company is the holder of a relevant interest in 300,000,000 fully paid ordinary shares in the capital of the Company issued to certain vendors of the original Wolfstrike business (Tranche 2 Shares) by reason of section 608(1)(c) of the Corporations Act, arising from the restriction on the disposal of the securities under the Mandatory Escrow Deed dated 29 November 2016, in the form of Appendix 9B of the ASX Listing Rules.	Ordinary Shares 300,000,000
WolfStrike Rentals Group Limited	The Company is the holder of a relevant interest in	Ordinary Shares

	226,844,580 fully paid ordinary shares in the capital of the Company issued to vendors of the original Wolfstrike business (Tranche 3 Shares) by reason of section 608(1)(c) of the Corporations Act, arising from the restriction on the disposal of the securities under the Mandatory Escrow Deed dated 18 March 2016, in the form of Appendix 9B of the ASX Listing Rules.	226,844,580
Each member of the Wolfstrike Group	Have a relevant interest in the Tranche 1 Shares, Tranche 2 Shares and Tranche 3 as they are associates of the Company by virtue of section 11 of the Corporations Act.	Ordinary Shares 2,476,844,580

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	Persons entitled to be registered as holder	Class and number of securities
Tranche 1 and Tranche 2 Shares			
Each member of the Wolfstrike Group	First Eastern Holdings Limited	First Eastern Holdings Limited	Ordinary Shares 804,960,000
	Romulus Group Limited	Romulus Group Limited	804,960,000
	Equity No 8 Ltd	Equity No 8 Ltd	47,580,000
	First Eastern Capital Limited	First Eastern Capital Limited	9,165,000
	FE Equity Limited	FE Equity Limited	46,215,000
	Parkiri Trust	Parkiri Trust	80,535,000
	FE Bond 1 Limited	FE Bond 1 Limited	52,650,000
	FE Convertible Bond No 81 Ltd	FE Convertible Bond No 81 Ltd	78,000,000
	FE Convertible Bond No 82 Ltd	FE Convertible Bond No 82 Ltd	25,935,000
Tranche 3 Shares			
Each member of the Wolfstrike Group	Hippo Trustee Limited	Hippo Trustee Limited	Ordinary Shares 300,000,000
Tranche 4 Shares			
Each member of the Wolfstrike Group	WolfStrike Rental Services Limited WolfStrike Distributors Limited WolfStrike Distributors Pty Ltd WolfStrike Rental Services Pty Ltd	WolfStrike Rental Services Limited WolfStrike Distributors Limited WolfStrike Distributors Pty Ltd WolfStrike Rental Services Pty Ltd	Ordinary Shares 226,844,580

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	Ordinary Shares
Each member of the Wolfstrike Group	06 June 2017 in relation to 1,650,000,000 Shares and 8 June 2017 in relation to 300,000,000 Shares	-	Relevant interest arises due to escrow restriction - see terms of pro-forma Annexure B	1,950,000,000 Tranche 1 Shares
Each member of the Wolfstrike Group	06 June 2017	-	Relevant interest arises due to escrow restriction	300,000,000 Tranche 2 Shares
Each member of the Wolfstrike Group	18 March 2016	-	Relevant interest arises due to escrow restriction	226,844,580 Tranche 3 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
Each member of the Wolfstrike Group set out in Annexure A	See section 3 of this Form 603

7. Addresses

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

Name	Address
WolfStrike Rentals Group Limited	Level 32 101 Miller Street North Sydney NSW 2060
Each member of the Wolfstrike Group	Level 32 101 Miller Street North Sydney NSW 2060

Signature

Print name Eryn Kestel capacity Company Secretary

Sign here



date 9 June 2017

DIRECTIONS

1. If there are a number of substantial holders with similar or related interests (eg. A corporation and is related corporations, or the manager and trustee of an equity trust), the names could be include in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
2. See the definition of "associate" in section 9 of the Corporations Act 2001
3. See the definition of "relevant interest" in sections 608 and 671(B) of the Corporations Act 2001.
4. The voting shares of a company constitute one class unless divided into separate classes.
5. The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
6. The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
7. Include details of:
 - (a) Any relevant agreement or other circumstances 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.

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

Annexure A

WolfStrike Rentals Group Limited ACN 107 745 095

Associates

This is **Annexure A** of 1 page referred to in the Form 603 (Notice of Initial Substantial Holder) signed by me and dated 9 June 2017.

WolfStrike Rental Services Limited
WolfStrike Distributors Limited
WolfStrike Distributors Pty Ltd (ACN 163 332 956)
WolfStrike Rental Services Pty Ltd (ACN 606 253 696)

The address for each of the above associates is
Level 32, 101 Miller Street, North Sydney NSW 2060



Eryn Kestel
Company Secretary
9 June 2017

Annexure B

WolfStrike Rentals Group Limited ACN 107 745 095

Pro-forma Voluntary Escrow Deed

This is **Annexure B** being a true copy of the pro-forma Voluntary Escrow Deeds dated 6 June 2017 and 8 June 2017 of 118 pages referred to in the Form 603 (Notice of Initial Substantial Holder) signed by me and dated 9 June 2017.



Eryn Kestel
Company Secretary
9 June 2017

Voluntary Escrow Deed

Wolfstrike Rentals Group Ltd (ACN 107 745 095)

First Eastern Holdings Limited

Pigeon Capital Limited

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Date:

Parties

- 1 The party named in item 1 of Schedule 4(Company)
- 2 Each party named in item 2 of Schedule 4(Holder)
- 3 Each party named in item 3 of Schedule 4(Controller)

Recitals

- A The Company intends to issue the Consideration Shares to the Holder as consideration pursuant to the Agreement.
- B The Holder is controlled by the Controller.
- C The Holder agrees to the escrow provisions in respect the Consideration Shares pursuant to, and the Controller agrees to be bound by, the terms of this deed.

The parties agree

1 Escrow Restrictions

1.1 Voluntary Escrow Shares

Subject to clause 1.3, during each Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, any number of Consideration Shares subject to voluntary escrow for that Escrow Period (**Voluntary Escrow Shares**), without the prior written consent of the Company. The number of Voluntary Escrow Shares for each Escrow Period is set out below:

Escrow Period	Voluntary Escrow Shares
24 months from the Tranche 1 Issue Date (Tranche 1 Escrow Period)	Tranche 1 Consideration Shares
24 months from the Tranche 2 Issue Date (Tranche 2 Escrow Period)	Tranche 2 Consideration Shares

1.2 Controller Interests

Subject to clause 1.3, during the Escrow Periods, a Controller (if any) must not Dispose of, or agree or offer to Dispose of, any Controller Interests in respect of the relevant Voluntary Escrow Shares for that Escrow Period, without the prior written consent of the Company.

1.3 Exception

The restrictions set out in clauses 1.1 and 1.2 do not apply to the extent necessary to allow:

- (a) the Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares, or to enable the Holder to tender any of its Voluntary Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid or to vote the Voluntary Escrow Shares in relation to, and enable the Voluntary

Escrow Shares to be transferred or cancelled as part of, an acquisition or merger by scheme of arrangement under Part 5.1 of the Corporations Act, if:

- (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to voluntary escrow arrangements (**Escrowed Shares**) that are the subject of the Takeover Bid have accepted and the Takeover Bid is unconditional or all conditions to the Takeover Bid have been satisfied or waived;
- (ii) in the case of a bid acceptance facility established in connection with a Takeover Bid, holders of at least half of the Shares that are not Escrowed Shares that are the subject of the Takeover Bid have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; and
- (iii) in the case of a merger or acquisition by scheme of arrangement under Part 5.1 of the Corporations Act, the scheme of arrangement has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid or scheme of arrangement described in clause 1.3(a), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply;

- (b) a dealing required by applicable law (including an order of a court of competent jurisdiction); or
- (c) the Holder to transfer the Voluntary Escrow Shares to a Nominee on terms in which the Nominee agrees in writing with the Company before the transfer to be bound by the terms of this deed and do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause 1.3(c) including, without limitation, an agreement containing terms identical to this deed.

1.4 Notice

If the Holder or Controller (if any) becomes aware:

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

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

1.5 Settlement of Warranty Claims

During the Escrow Period the relevant number of Consideration Shares will be released from the restrictions in clauses 1.1 and 1.2 to the extent required to enable Consideration Shares to be transferred to the Company in settlement of any warranty claim in accordance with the terms of the Agreement.

2 Warranties

2.1 Giving of warranties

Each of the warranties and representations in this clause 2 is given in favour of the Company as at the date of this deed.

The warranties and representations in this clause 2 are given in respect of any and all Voluntary Escrow Shares which the Holder holds and the Controller (if any) has Controller Interests (if any) in from time to time during the relevant Escrow Period, including as a result of a permitted dealing in accordance with clause 1.3 of this deed.

2.2 Warranties of Holder and Controller

Each of the Holder and the Controller (if any) jointly and severally warrant and represent the following:

- (a) Before the relevant Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 1 of this deed if done or omitted during the relevant Escrow Period.
- (b) The Holder holds the Consideration Shares and the Controller (if any) holds the Controller Interests (if any) set out in item 4 of Schedule 4.
- (c) The Consideration Shares and the Controller Interests (if any) are free from all encumbrances and other third party interests.
- (d) It has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller (if any) has entered into this deed as a trustee (Trustee), under the trust deed for the relevant trust (Trust)).
- (e) It has taken all necessary action to authorise its execution, delivery and performance of this deed in accordance with its terms.
- (f) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (g) If the Holder or Controller (if any) 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.
- (h) If the Holder or Controller (if any) is a Trustee:
 - (i) the Holder or Controller (if any) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller (if any) has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

- (i) The execution, delivery and performance by the Holder or Controller (if any) of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller (if any) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

2.3 Breach of warranties

A breach of any of the warranties in clause 2 is a breach of the terms of this deed.

3 Orderly sell down

3.1 Orderly sell down

The Holders and the Controller (if any) agree that following the expiry of the relevant Escrow Period, if they wish to carry out any sale or transfer of Consideration Shares, they will do so in a manner that promotes an orderly market for Shares.

4 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 1, nothing in this deed restricts the Holder or the Controller (if any) from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder or the Controller (if any) of, the Voluntary Escrow Shares, including without limitation by:

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

5 Breach

5.1 Prevention of anticipated breach

If it appears to the Company that the Holder or a Controller (if any) may breach this deed, the Company may take any steps necessary to prevent the breach, or to enforce the deed as soon as it becomes aware of the potential breach.

5.2 Consequences of breach

- (a) If the Holder or a Controller (if any) breaches this deed, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach; and

- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 1.1 or clause 1.2 and each of the Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligations under clause 1.1 or clause 1.2 (as applicable) without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Amendment

This deed can only be amended or replaced by another deed executed by the parties.

7 General

7.1 Governing Law

- (a) This deed is governed by the laws of Western Australia, Australia.
- (b) Each party submits to the non exclusive jurisdiction of the courts of Western Australia, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed.
- (c) Each of the parties to this deed irrevocably waives:
 - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
 - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

7.2 Further assurances

Each party must do all things and execute all further documents reasonably requested by another party to give full effect to this deed.

7.3 Counterparts

This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

7.4 Time of Essence

Time is of the essence to this deed.

7.5 Notice

A notice or other communication given under this deed:

- (a) must be in legible writing and in English;

- (b) must be signed by a person duly authorised by the sender; and
- (c) must be addressed to the addressee at the address, email address or facsimile number set out below or to any other address or facsimile number a party notifies to the other under this clause:
 - (i) if to the Company:

Wolfstrike Rentals Group Ltd
Level 32, 101 Miller Street,
NORTH SYDNEY, NSW, AUSTRALIA, 2060
Attention: the Company Secretary
Fax: +61 8 9367 8812
Email: ian@wolfstrike.net
 - (ii) if to the Holder or a Controller:

c/- First Eastern Holdings Limited
Level 8
92 Albert Street
Auckland

Attention: TK Shim
Email: tkshim@fei.co.nz
- (d) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:
 - (i) if sent by hand, when delivered to the addressee;
 - (ii) if by post, three Business Days from and including the date of postage;
 - (iii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report confirming that the facsimile has been sent in full generated by the machine from which the facsimile was sent; or
 - (iv) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.
- (e) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 4 hours after the transmission is received or regarded as received under clause 7.5(d)(iii) and informs the sender that it is not legible.

Schedule 1 Dictionary

The following definitions apply in this deed.

Agreement means the agreement for sale and purchase of all of the shares in FE Investments Limited dated 29 November 2016.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia, Australia.

Consideration Shares means Tranche 1 Consideration Shares and the Tranche 2 Consideration Shares issued or to be issued to the Holder pursuant to the Agreement.

Controller Interests means the securities, substantial economic interest or other interests in the Voluntary Escrow Shares full particulars of which are set out in item 4 of Schedule 4 (if any).

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

Dispose includes:

- (a) the meaning given by the ASX Listing Rules; and
- (b) in relation to any Voluntary Escrow Shares, to:
 - (i) sell, assign, transfer or otherwise dispose of the Voluntary Escrow Shares;
 - (ii) encumber or grant a security interest over the Voluntary Escrow Shares;
 - (iii) grant or exercise an option in respect of any Voluntary Escrow Shares;
 - (iv) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any of the Voluntary Escrow Shares; or
 - (v) agree to do any of those things.

Escrow Period means the period for which Voluntary Escrow Shares shall be escrowed, as set out in Section 1.1.

Nominee means a related body corporate (as defined in the Corporations Act) of the Holder.

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

Takeover Bid has the meaning given to that term in the Corporations Act.

Tranche 1 Consideration Shares means 681,120,000 Shares to be issued to the Holder under the Agreement.

Tranche 1 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Tranche 2 Consideration Shares means 233,871,519 Shares to be issued to the Holder under the Agreement (to the extent that such Shares are actually issued to the Holder under the terms of the Agreement).

Tranche 2 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Trust has the meaning given in clause 2.2(d).

Trustee has the meaning given in clause 2.2(d).

Voluntary Escrow Shares means the Consideration Shares subject to escrow, as set out in Section 1.1.

Schedule 2 Rules for interpreting this deed

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.
- (b) Other than as expressly provided, a term or expression starting with a capital letter which is defined in the ASX Listing Rules, but is not defined in the Dictionary, has the meaning given to it in the ASX Listing Rules.
- (c) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this deed or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) The expression 'this deed' includes the agreement, arrangement, understanding or transaction recorded in this deed.

Schedule 3 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party, then unless otherwise specified in this deed:

- (a) an obligation of those persons is several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

Schedule 4 Details

1 Company name and address

Wolfstrike Rentals Group Ltd(ACN 009 248 720)

Level 32, 101 Miller Street, NORTH SYDNEY, NSW, AUSTRALIA, 2060

2 Holder's name and address

First Eastern Holdings Limited of Level 8, 92 Albert Street, Auckland, 1010, New Zealand.

3 Controller's name and address

Pigeon Capital Limited of Level 8, 92 Albert Street, Auckland, 1010, New Zealand.

4 Particulars of Controller Interests (if any)

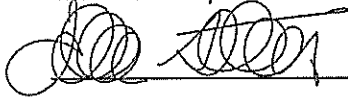
Pigeon Capital Limited is the legal and beneficial owner of 100% of the issued share capital in the Holder.

Execution page

Executed as a Deed

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney

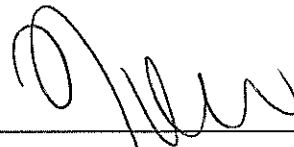
Signed, sealed and delivered by **Wolfstrike Rentals Group Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

John Seton

Name of director (print)



Signature of director/secretary

Quentin Olden

Name of director/secretary (print)

Signed, sealed and delivered by **First Eastern Holdings Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director

Thatt Kiong Shim

Name of director (print)

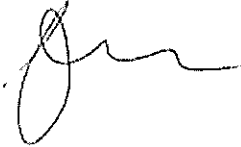


Signature of director/secretary

Melvin Douglas Stewart

Name of director/secretary (print)

Signed, sealed and delivered by **Pigeon Capital Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director

Thatt Kiong Shim

Signature of director/secretary

Melvin Douglas Stewart

Name of director (print)

Name of director/secretary (print)

Voluntary Escrow Deed

Wolfstrike Rentals Group Ltd (ACN 107 745 095)

Romulus Group Limited as trustee of the Romulus Group Trust

Melvin Douglas Stewart and Patrick Wilson as trustees of the Romulus Trust

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Date:

6 June 2017

Parties

- 1 The party named in item 1 of Schedule 4(Company)
- 2 Each party named in item 2 of Schedule 4(Holder)
- 3 Each party named in item 3 of Schedule 4(Controller)

Recitals

- A The Company intends to issue the Consideration Shares to the Holder as consideration pursuant to the Agreement.
- B The Holder is controlled by the Controller.
- C The Holder agrees to the escrow provisions in respect the Consideration Shares pursuant to, and the Controller agrees to be bound by, the terms of this deed.

The parties agree

1 Escrow Restrictions

1.1 Voluntary Escrow Shares

Subject to clause 1.3, during each Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, any number of Consideration Shares subject to voluntary escrow for that Escrow Period (**Voluntary Escrow Shares**), without the prior written consent of the Company. The number of Voluntary Escrow Shares for each Escrow Period is set out below:

Escrow Period	Voluntary Escrow Shares
24 months from the Tranche 1 Issue Date (Tranche 1 Escrow Period)	Tranche 1 Consideration Shares
24 months from the Tranche 2 Issue Date (Tranche 2 Escrow Period)	Tranche 2 Consideration Shares

1.2 Controller Interests

Subject to clause 1.3, during the Escrow Periods, a Controller (if any) must not Dispose of, or agree or offer to Dispose of, any Controller Interests in respect of the relevant Voluntary Escrow Shares for that Escrow Period, without the prior written consent of the Company.

1.3 Exception

The restrictions set out in clauses 1.1 and 1.2 do not apply to the extent necessary to allow:

- (a) the Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares, or to enable the Holder to tender any of its Voluntary Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid or to vote the Voluntary Escrow Shares in relation to, and enable the Voluntary

Escrow Shares to be transferred or cancelled as part of, an acquisition or merger by scheme of arrangement under Part 5.1 of the Corporations Act, if:

- (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to voluntary escrow arrangements (**Escrowed Shares**) that are the subject of the Takeover Bid have accepted and the Takeover Bid is unconditional or all conditions to the Takeover Bid have been satisfied or waived;
- (ii) in the case of a bid acceptance facility established in connection with a Takeover Bid, holders of at least half of the Shares that are not Escrowed Shares that are the subject of the Takeover Bid have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; and
- (iii) in the case of a merger or acquisition by scheme of arrangement under Part 5.1 of the Corporations Act, the scheme of arrangement has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid or scheme of arrangement described in clause 1.3(a), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply;

- (b) a dealing required by applicable law (including an order of a court of competent jurisdiction); or
- (c) the Holder to transfer the Voluntary Escrow Shares to a Nominee on terms in which the Nominee agrees in writing with the Company before the transfer to be bound by the terms of this deed and do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause 1.3(c) including, without limitation, an agreement containing terms identical to this deed.

1.4 Notice

If the Holder or Controller (if any) becomes aware:

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

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

1.5 Settlement of Warranty Claims

During the Escrow Period the relevant number of Consideration Shares will be released from the restrictions in clauses 1.1 and 1.2 to the extent required to enable Consideration Shares to be transferred to the Company in settlement of any warranty claim in accordance with the terms of the Agreement.

2 Warranties

2.1 Giving of warranties

Each of the warranties and representations in this clause 2 is given in favour of the Company as at the date of this deed.

The warranties and representations in this clause 2 are given in respect of any and all Voluntary Escrow Shares which the Holder holds and the Controller (if any) has Controller Interests (if any) in from time to time during the relevant Escrow Period, including as a result of a permitted dealing in accordance with clause 1.3 of this deed.

2.2 Warranties of Holder and Controller

Each of the Holder and the Controller (if any) jointly and severally warrant and represent the following:

- (a) Before the relevant Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 1 of this deed if done or omitted during the relevant Escrow Period.
- (b) The Holder holds the Consideration Shares and the Controller (if any) holds the Controller Interests (if any) set out in item 4 of Schedule 4.
- (c) The Consideration Shares and the Controller Interests (if any) are free from all encumbrances and other third party Interests.
- (d) It has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller (if any) has entered into this deed as a trustee (Trustee), under the trust deed for the relevant trust (Trust)).
- (e) It has taken all necessary action to authorise its execution, delivery and performance of this deed in accordance with its terms.
- (f) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (g) If the Holder or Controller (if any) 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.
- (h) If the Holder or Controller (if any) is a Trustee:
 - (i) the Holder or Controller (if any) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller (if any) has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

- (i) The execution, delivery and performance by the Holder or Controller (if any) of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller (if any) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

2.3 Breach of warranties

A breach of any of the warranties in clause 2 is a breach of the terms of this deed.

3 Orderly sell down

3.1 Orderly sell down

The Holders and the Controller (if any) agree that following the expiry of the relevant Escrow Period, if they wish to carry out any sale or transfer of Consideration Shares, they will do so in a manner that promotes an orderly market for Shares.

4 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 1, nothing in this deed restricts the Holder or the Controller (if any) from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder or the Controller (if any) of, the Voluntary Escrow Shares, including without limitation by:

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

5 Breach

5.1 Prevention of anticipated breach

If it appears to the Company that the Holder or a Controller (if any) may breach this deed, the Company may take any steps necessary to prevent the breach, or to enforce the deed as soon as it becomes aware of the potential breach.

5.2 Consequences of breach

- (a) If the Holder or a Controller (if any) breaches this deed, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach; and

- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 1.1 or clause 1.2 and each of the Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligations under clause 1.1 or clause 1.2 (as applicable) without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Amendment

This deed can only be amended or replaced by another deed executed by the parties.

7 General

7.1 Governing Law

- (a) This deed is governed by the laws of Western Australia, Australia.
- (b) Each party submits to the non exclusive jurisdiction of the courts of Western Australia, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed.
- (c) Each of the parties to this deed irrevocably waives:
 - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
 - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

7.2 Further assurances

Each party must do all things and execute all further documents reasonably requested by another party to give full effect to this deed.

7.3 Counterparts

This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

7.4 Time of Essence

Time is of the essence to this deed.

7.5 Notice

A notice or other communication given under this deed:

- (a) must be in legible writing and in English;

- (b) must be signed by a person duly authorised by the sender; and
- (c) must be addressed to the addressee at the address, email address or facsimile number set out below or to any other address or facsimile number a party notifies to the other under this clause:

- (i) if to the Company:

Wolfstrike Rentals Group Ltd
Level 32, 101 Miller Street,
NORTH SYDNEY, NSW, AUSTRALIA, 2060
Attention: the Company Secretary
Fax: +61 8 9367 8812
Email: ian@wolfstrike.net

- (ii) if to the Holder or a Controller:

c/- Romulus Group Limited
Level 8
92 Albert Street
Auckland

Attention: Melvin Stewart
Email: mel@fei.co.nz

- (d) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;
 - (ii) if by post, three Business Days from and including the date of postage;
 - (iii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report confirming that the facsimile has been sent in full generated by the machine from which the facsimile was sent; or
 - (iv) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

- (e) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 4 hours after the transmission is received or regarded as received under clause 7.5(d)(iii) and informs the sender that it is not legible.

7.6 Trustee Liability

The parties acknowledge and agree that Patrick Wilson enters into this deed in his capacity as trustee of the Romulus Trust and not in his personal capacity or otherwise and accordingly is liable under this deed only to the extent of the value of the assets from time to time of the Romulus Trust.

Schedule 1 Dictionary

The following definitions apply in this deed.

Agreement means the agreement for sale and purchase of all of the shares in FE Investments Limited dated 29 November 2016.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia, Australia.

Consideration Shares means Tranche 1 Consideration Shares and the Tranche 2 Consideration Shares issued or to be issued to the Holder pursuant to the Agreement.

Controller Interests means the securities, substantial economic interest or other interests in the Voluntary Escrow Shares full particulars of which are set out in Item 4 of Schedule 4 (if any).

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

Dispose includes:

- (a) the meaning given by the ASX Listing Rules; and
- (b) in relation to any Voluntary Escrow Shares, to:
 - (i) sell, assign, transfer or otherwise dispose of the Voluntary Escrow Shares;
 - (ii) encumber or grant a security interest over the Voluntary Escrow Shares;
 - (iii) grant or exercise an option in respect of any Voluntary Escrow Shares;
 - (iv) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any of the Voluntary Escrow Shares; or
 - (v) agree to do any of those things.

Escrow Period means the period for which Voluntary Escrow Shares shall be escrowed, as set out in Section 1.1.

Nominee means a related body corporate (as defined in the Corporations Act) of the Holder.

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

Takeover Bid has the meaning given to that term in the Corporations Act.

Tranche 1 Consideration Shares means 681,120,000 Shares to be issued to the Holder under the Agreement.

Tranche 1 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Tranche 2 Consideration Shares means 233,871,519 Shares to be issued to the Holder under the Agreement (to the extent that such Shares are actually issued to the Holder under the terms of the Agreement).

Tranche 2 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Trust has the meaning given in clause 2.2(d).

Trustee has the meaning given in clause 2.2(d).

Voluntary Escrow Shares means the Consideration Shares subject to escrow, as set out in Section 1.1.

Schedule 2 Rules for interpreting this deed

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.
- (b) Other than as expressly provided, a term or expression starting with a capital letter which is defined in the ASX Listing Rules, but is not defined in the Dictionary, has the meaning given to it in the ASX Listing Rules.
- (c) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this deed or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) The expression 'this deed' includes the agreement, arrangement, understanding or transaction recorded in this deed.

Schedule 3 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party, then unless otherwise specified in this deed:

- (a) an obligation of those persons is several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

Schedule 4 Details

1 Company name and address

Wolfstrike Rentals Group Ltd(ACN 009 248 720)

Level 32, 101 Miller Street, NORTH SYDNEY, NSW, AUSTRALIA, 2060

2 Holder's name and address

Romulus Group Limited, as trustee of the Romulus Group Trust, of Level 8, 92 Albert Street, Auckland, 1010, New Zealand.

3 Controller's name and address

Patrick Wilson and Melvin Douglas Stewart, as trustees of the Romulus Trust, of Level 8, 92 Albert Street, Auckland, 1010, New Zealand.

4 Particulars of Controller Interests (if any)

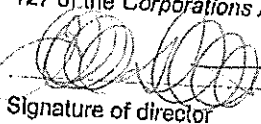
Melvin Douglas Stewart and Patrick Wilson are the trustees of the Romulus Trust, the legal and beneficial owner of 100% of the issued share capital in the Holder.

Execution page

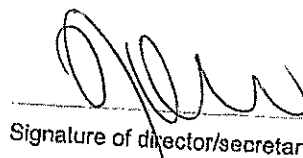
Executed as a Deed

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney

Signed, sealed and delivered by Wolfatrike Rentals Group Ltd in accordance with section 127 of the Corporations Act 2001 (Cth) by:


Signature of director

John Selon
Name of director (print)

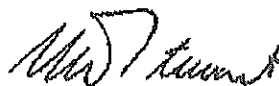

Signature of director/secretary

Quentin Oldr
Name of director/secretary (print)

Signed, sealed and delivered by Romulus Group Limited, as trustee of the Romulus Group Trust, in accordance with section 180(1)(a)(i) of the Companies Act 1993 by:

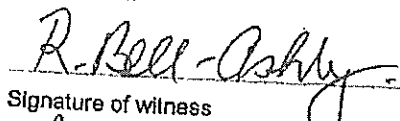

Signature of witness

Rose Bell-Ashby
Name of witness (print)

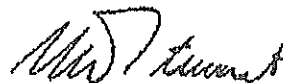

Signature of director

Signature of director

Signed, sealed and delivered by Melvin Douglas Stewart, as trustee of the Romulus Trust, in the presence of:

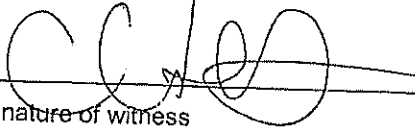

Signature of witness

Rose Bell-Ashby
Name of witness (print)



Signature of Melvin Douglas Stewart

Signature of Melvin Douglas Stewart

Signed, sealed and delivered by Patrick Wilson,
as trustee of the Romulus Trust, in the presence
of:



Signature of witness



Signature of Patrick Wilson

Christina Hou

Name of witness (print)

Voluntary Escrow Deed

Wolfstrike Rentals Group Ltd (ACN 107 745 095)

Parkiri Limited

Nicholas Michael St Clair Harvey

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Date:

6 June 2017

Parties

- 1 The party named in item 1 of Schedule 4(Company)
- 2 Each party named in item 2 of Schedule 4(Holder)
- 3 Each party named in item 3 of Schedule 4(Controller)

Recitals

- A The Company intends to issue the Consideration Shares to the Holder as consideration pursuant to the Agreement.
- B The Holder is controlled by the Controller.
- C The Holder agrees to the escrow provisions in respect the Consideration Shares pursuant to, and the Controller agrees to be bound by, the terms of this deed.

The parties agree

1 Escrow Restrictions

1.1 Voluntary Escrow Shares

Subject to clause 1.3, during each Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, any number of Consideration Shares subject to voluntary escrow for that Escrow Period (Voluntary Escrow Shares), without the prior written consent of the Company. The number of Voluntary Escrow Shares for each Escrow Period is set out below:

Escrow Period	Voluntary Escrow Shares
24 months from the Tranche 1 Issue Date (Tranche 1 Escrow Period)	Tranche 1 Consideration Shares
24 months from the Tranche 2 Issue Date (Tranche 2 Escrow Period)	Tranche 2 Consideration Shares

1.2 Controller Interests

Subject to clause 1.3, during the Escrow Periods, a Controller (if any) must not Dispose of, or agree or offer to Dispose of, any Controller Interests in respect of the relevant Voluntary Escrow Shares for that Escrow Period, without the prior written consent of the Company.

1.3 Exception

The restrictions set out in clauses 1.1 and 1.2 do not apply to the extent necessary to allow:

- (a) the Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares, or to enable the Holder to tender any of its Voluntary Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid

or to vote the Voluntary Escrow Shares in relation to, and enable the Voluntary Escrow Shares to be transferred or cancelled as part of, an acquisition or merger by scheme of arrangement under Part 5.1 of the Corporations Act, if:

- (i) In the case of a Takeover Bid, holders of at least half of the Shares that are not subject to voluntary escrow arrangements (**Escrowed Shares**) that are the subject of the Takeover Bid have accepted and the Takeover Bid is unconditional or all conditions to the Takeover Bid have been satisfied or waived;
- (ii) In the case of a bid acceptance facility established in connection with a Takeover Bid, holders of at least half of the Shares that are not Escrowed Shares that are the subject of the Takeover Bid have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; and
- (iii) In the case of a merger or acquisition by scheme of arrangement under Part 5.1 of the Corporations Act, the scheme of arrangement has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid or scheme of arrangement described in clause 1.3(a), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply;

- (b) a dealing required by applicable law (including an order of a court of competent jurisdiction); or
- (c) the Holder to transfer the Voluntary Escrow Shares to a Nominee on terms in which the Nominee agrees in writing with the Company before the transfer to be bound by the terms of this deed and do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause 1.3(c) including, without limitation, an agreement containing terms identical to this deed.

1.4 Notice

If the Holder or Controller (if any) becomes aware:

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

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

1.5 Settlement of Warranty Claims

During the Escrow Period the relevant number of Consideration Shares will be released from the restrictions in clauses 1.1 and 1.2 to the extent required to enable Consideration Shares to be transferred to the Company in settlement of any warranty claim in accordance with the terms of the Agreement.

2 Warranties

2.1 Giving of warranties

Each of the warranties and representations in this clause 2 is given in favour of the Company as at the date of this deed.

The warranties and representations in this clause 2 are given in respect of any and all Voluntary Escrow Shares which the Holder holds and the Controller (if any) has Controller Interests (if any) in from time to time during the relevant Escrow Period, including as a result of a permitted dealing in accordance with clause 1.3 of this deed.

2.2 Warranties of Holder and Controller

Each of the Holder and the Controller (if any) jointly and severally warrant and represent the following:

- (a) Before the relevant Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 1 of this deed if done or omitted during the relevant Escrow Period.
- (b) The Holder holds the Consideration Shares and the Controller (if any) holds the Controller Interests (if any) set out in Item 4 of Schedule 4.
- (c) The Consideration Shares and the Controller Interests (if any) are free from all encumbrances and other third party interests.
- (d) It has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller (if any) has entered into this deed as a trustee (Trustee), under the trust deed for the relevant trust (Trust)).
- (e) It has taken all necessary action to authorise its execution, delivery and performance of this deed in accordance with its terms.
- (f) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (g) If the Holder or Controller (if any) 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.
- (h) If the Holder or Controller (if any) is a Trustee:
 - (i) the Holder or Controller (if any) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller (if any) has not released or disposed of its equitable lien over that trust; and

- (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or settle the Trust.
- (i) The execution, delivery and performance by the Holder or Controller (if any) of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller (if any) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

2.3 Breach of warranties

A breach of any of the warranties in clause 2 is a breach of the terms of this deed.

3 Orderly sell down

3.1 Orderly sell down

The Holders and the Controller (if any) agree that following the expiry of the relevant Escrow Period, if they wish to carry out any sale or transfer of Consideration Shares, they will do so in a manner that promotes an orderly market for Shares.

4 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided in clause 1, nothing in this deed restricts the Holder or the Controller (if any) from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder or the Controller (if any) of, the Voluntary Escrow Shares, including without limitation by:

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

5 Breach

5.1 Prevention of anticipated breach

If it appears to the Company that the Holder or a Controller (if any) may breach this deed, the Company may take any steps necessary to prevent the breach, or to enforce the deed as soon as it becomes aware of the potential breach.

5.2 Consequences of breach

- (a) If the Holder or a Controller (if any) breaches this deed, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach; and
 - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 1.1 or clause 1.2 and each of the Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligations under clause 1.1 or clause 1.2 (as applicable) without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Amendment

This deed can only be amended or replaced by another deed executed by the parties.

7 General

7.1 Governing Law

- (a) This deed is governed by the laws of Western Australia, Australia.
- (b) Each party submits to the non exclusive jurisdiction of the courts of Western Australia, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed.
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 - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
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Each party must do all things and execute all further documents reasonably requested by another party to give full effect to this deed.

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This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

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Time is of the essence to this deed.

7.5 Notice

A notice or other communication given under this deed:

- (a) must be in legible writing and in English;
- (b) must be signed by a person duly authorised by the sender; and
- (c) must be addressed to the addressee at the address, email address or facsimile number set out below or to any other address or facsimile number a party notifies to the other under this clause:

- (i) if to the Company:

Wolfstrike Rentals Group Ltd
Level 32, 101 Miller Street,
NORTH SYDNEY, NSW, AUSTRALIA, 2060
Attention: the Company Secretary
Fax: +61 8 9367 8812
Email: ian@wolfstrike.net

- (ii) if to the Holder or a Controller:

c/- FE Investments Limited
Level 8
92 Albert Street
Auckland

Attention: TK Shim
Email: tkshim@fei.co.nz

- (d) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:
 - (i) if sent by hand, when delivered to the addressee;
 - (ii) if by post, three Business Days from and including the date of postage;
 - (iii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report confirming that the facsimile has been sent in full generated by the machine from which the facsimile was sent; or
 - (iv) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) It is deemed to be received at 9.00 am on the following Business Day.

- (e) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 4 hours after the transmission is received or regarded as received under clause 7.5(d)(iii) and informs the sender that it is not legible.

Schedule 1 Dictionary

The following definitions apply in this deed.

Agreement means the agreement for sale and purchase of all of the shares in FE Investments Limited dated 29 November 2016.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia, Australia.

Consideration Shares means Tranche 1 Consideration Shares and the Tranche 2 Consideration Shares issued or to be issued to the Holder pursuant to the Agreement.

Controller Interests means the securities, substantial economic interest or other interests in the Voluntary Escrow Shares full particulars of which are set out in item 4 of Schedule 4 (if any).

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

Dispose includes:

- (a) the meaning given by the ASX Listing Rules; and
- (b) in relation to any Voluntary Escrow Shares, to:
 - (i) sell, assign, transfer or otherwise dispose of the Voluntary Escrow Shares;
 - (ii) encumber or grant a security interest over the Voluntary Escrow Shares;
 - (iii) grant or exercise an option in respect of any Voluntary Escrow Shares;
 - (iv) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any of the Voluntary Escrow Shares; or
 - (v) agree to do any of those things.

Escrow Period means the period for which Voluntary Escrow Shares shall be escrowed, as set out in Section 1.1.

Nominee means a related body corporate (as defined in the Corporations Act) of the Holder.

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

Takeover Bid has the meaning given to that term in the Corporations Act.

Tranche 1 Consideration Shares means 68,145,000 Shares to be issued to the Holder under the Agreement.

Tranche 1 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Tranche 2 Consideration Shares means 23,398,483 Shares to be issued to the Holder under the Agreement (to the extent that such Shares are actually issued to the Holder under the terms of the Agreement).

Tranche 2 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Trust has the meaning given in clause 2.2(d).

Trustee has the meaning given in clause 2.2(d).

Voluntary Escrow Shares means the Consideration Shares subject to escrow, as set out in Section 1.1.

Schedule 2 Rules for interpreting this deed

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.
- (b) Other than as expressly provided, a term or expression starting with a capital letter which is defined in the ASX Listing Rules, but is not defined in the Dictionary, has the meaning given to it in the ASX Listing Rules.
- (c) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this deed or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) The expression 'this deed' includes the agreement, arrangement, understanding or transaction recorded in this deed.

Schedule 3 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party, then unless otherwise specified in this deed:

- (a) an obligation of those persons is several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

Schedule 4 Details

1 Company name and address

Wolfstrike Rentals Group Ltd(ACN 009 248 720)

Level 32, 101 Miller Street, NORTH SYDNEY, NSW, AUSTRALIA, 2060

2 Holder's name and address

Parkiri Limited of c/- Michael A Clarke Limited, 170 Parnell Road, Parnell, Auckland,
1052, New Zealand.

3 Controller's name and address

Nicholas Michael St Clair Harvey of 108 Balmedie Ridge, Bethlehem, Tauranga 3110,
New Zealand.

4 Particulars of Controller Interests (if any)

Nicholas Michael St Clair Harvey is the legal and beneficial owner of 100% of the issued
share capital in the Holder.

Execution page

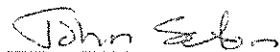
Executed as a Deed

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney

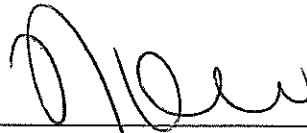
Signed, sealed and delivered by Wolfstrike Rentals Group Ltd in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



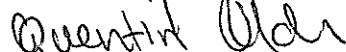
Signature of director



Name of director (print)

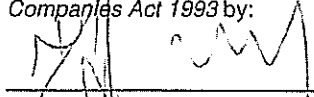


Signature of director/secretary

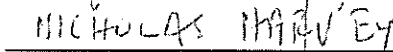


Name of director/secretary (print)

Signed, sealed and delivered by Parkiri Limited in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



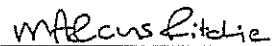
Signature of director



Name of director (print)

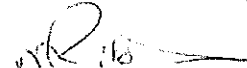


Signature of director/secretary witness



Name of director/secretary (print) witness

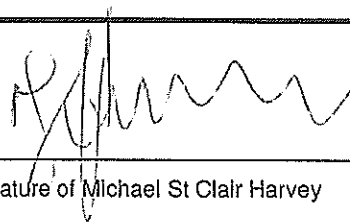
Signed, sealed and delivered by Nicholas Michael St Clair Harvey in the presence of:



Signature of witness



Name of witness (print)



Signature of Michael St Clair Harvey

Voluntary Escrow Deed

Wolfstrike Rentals Group Ltd (ACN 107 745 095)

First Eastern Capital Limited

First Eastern Holdings Limited

Security Trustee Limited

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Date:

6 June 2017

Parties

- 1 The party named in item 1 of Schedule 4(Company)
- 2 Each party named in item 2 of Schedule 4(Holder)
- 3 Each party named in item 3 of Schedule 4(Controller)

Recitals

- A The Company intends to issue the Consideration Shares to the Holder as consideration pursuant to the Agreement.
- B The Holder is controlled by the Controller.
- C The Holder agrees to the escrow provisions in respect the Consideration Shares pursuant to, and the Controller agrees to be bound by, the terms of this deed.

The parties agree

1 Escrow Restrictions

1.1 Voluntary Escrow Shares

Subject to clause 1.3, during each Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, any number of Consideration Shares subject to voluntary escrow for that Escrow Period (**Voluntary Escrow Shares**), without the prior written consent of the Company. The number of Voluntary Escrow Shares for each Escrow Period is set out below:

Escrow Period	Voluntary Escrow Shares
24 months from the Tranche 1 Issue Date (Tranche 1 Escrow Period)	Tranche 1 Consideration Shares
24 months from the Tranche 2 Issue Date (Tranche 2 Escrow Period)	Tranche 2 Consideration Shares

1.2 Controller Interests

Subject to clause 1.3, during the Escrow Periods, a Controller (if any) must not Dispose of, or agree or offer to Dispose of, any Controller Interests in respect of the relevant Voluntary Escrow Shares for that Escrow Period, without the prior written consent of the Company. If a Controller becomes the registered holder of all or any of the Consideration Shares by virtue of exercising its rights with respect to the Permitted Security Interest (or otherwise), then such Controller will be bound by the same obligations imposed on the Holder under this deed as if it had executed this deed as the Holder.

1.3 Exception

The restrictions set out in clauses 1.1 and 1.2 do not apply to the extent necessary to allow:

- (a) the Holder to accept an offer under a Takeover Bid in relation to the Voluntary

Escrow Shares, or to enable the Holder to tender any of its Voluntary Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid or to vote the Voluntary Escrow Shares in relation to, and enable the Voluntary Escrow Shares to be transferred or cancelled as part of, an acquisition or merger by scheme of arrangement under Part 5.1 of the Corporations Act, if:

- (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to voluntary escrow arrangements (**Escrowed Shares**) that are the subject of the Takeover Bid have accepted and the Takeover Bid is unconditional or all conditions to the Takeover Bid have been satisfied or waived;
- (ii) In the case of a bid acceptance facility established in connection with a Takeover Bid, holders of at least half of the Shares that are not Escrowed Shares that are the subject of the Takeover Bid have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; and
- (iii) in the case of a merger or acquisition by scheme of arrangement under Part 5.1 of the Corporations Act, the scheme of arrangement has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid or scheme of arrangement described in clause 1.3(a), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply;

- (b) a dealing required by applicable law (including an order of a court of competent jurisdiction); or
- (c) the Holder to transfer the Voluntary Escrow Shares to a Nominee on terms in which the Nominee agrees in writing with the Company before the transfer to be bound by the terms of this deed and do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause 1.3(c) including, without limitation, an agreement containing terms identical to this deed.

1.4 Notice

If the Holder or Controller (if any) becomes aware:

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

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

1.5 Settlement of Warranty Claims

During the Escrow Period the relevant number of Consideration Shares will be released from the restrictions in clauses 1.1 and 1.2 to the extent required to enable Consideration Shares to be transferred to the Company in settlement of any warranty claim in accordance with the terms of the Agreement.

2 Warranties

2.1 Giving of warranties

Each of the warranties and representations in this clause 2 is given in favour of the Company as at the date of this deed.

The warranties and representations in this clause 2 are given in respect of any and all Voluntary Escrow Shares which the Holder holds and the Controller (if any) has Controller Interests (if any) in from time to time during the relevant Escrow Period, including as a result of a permitted dealing in accordance with clause 1.3 of this deed.

2.2 Warranties of Holder and Controller

Each of the Holder and the Controller (if any) jointly and severally warrant and represent the following:

- (a) Before the relevant Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 1 of this deed if done or omitted during the relevant Escrow Period.
- (b) The Holder holds the Consideration Shares and the Controller (if any) holds the Controller Interests (if any) set out in item 4 of Schedule 4.
- (c) The Consideration Shares and the Controller Interests (if any) are free from all encumbrances and other third party interests other than the Permitted Security Interest.
- (d) It has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller (if any) has entered into this deed as a trustee (Trustee), under the trust deed for the relevant trust (Trust)).
- (e) It has taken all necessary action to authorise its execution, delivery and performance of this deed in accordance with its terms.
- (f) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (g) If the Holder or Controller (if any) 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.
- (h) If the Holder or Controller (if any) is a Trustee:
 - (i) the Holder or Controller (if any) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller (if any) has not released or disposed of its equitable lien over that trust; and

- (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.
- (i) The execution, delivery and performance by the Holder or Controller (if any) of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller (if any) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

2.3 Breach of warranties

A breach of any of the warranties in clause 2 is a breach of the terms of this deed.

3 Orderly sell down

3.1 Orderly sell down

The Holders and the Controller (if any) agree that following the expiry of the relevant Escrow Period, if they wish to carry out any sale or transfer of Consideration Shares, they will do so in a manner that promotes an orderly market for Shares.

4 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 1, nothing in this deed restricts the Holder or the Controller (if any) from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder or the Controller (if any) of, the Voluntary Escrow Shares, including without limitation by:

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

5 Breach

5.1 Prevention of anticipated breach

If it appears to the Company that the Holder or a Controller (if any) may breach this deed, the Company may take any steps necessary to prevent the breach, or to enforce the deed as soon as it becomes aware of the potential breach.

5.2 Consequences of breach

- (a) If the Holder or a Controller (if any) breaches this deed, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach; and
 - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 1.1 or clause 1.2 and each of the Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligations under clause 1.1 or clause 1.2 (as applicable) without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Amendment

This deed can only be amended or replaced by another deed executed by the parties.

7 General

7.1 Governing Law

- (a) This deed is governed by the laws of Western Australia, Australia.
- (b) Each party submits to the non exclusive jurisdiction of the courts of Western Australia, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed.
- (c) Each of the parties to this deed irrevocably waives:
 - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
 - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

7.2 Further assurances

Each party must do all things and execute all further documents reasonably requested by another party to give full effect to this deed.

7.3 Counterparts

This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

7.4 Time of Essence

Time is of the essence to this deed.

7.5 Notice

A notice or other communication given under this deed:

- (a) must be in legible writing and in English;
- (b) must be signed by a person duly authorised by the sender; and
- (c) must be addressed to the addressee at the address, email address or facsimile number set out below or to any other address or facsimile number a party notifies to the other under this clause:

- (i) if to the Company:

Wolfstrike Rentals Group Ltd
Level 32, 101 Miller Street,
NORTH SYDNEY, NSW, AUSTRALIA, 2060
Attention: the Company Secretary
Fax: +61 8 9367 8812
Email: ian@wolfstrike.net

- (ii) if to the Holder or a Controller:

c/- First Eastern Capital Limited
Level 8
92 Albert Street
Auckland

Attention: TK Shim
Email: tkshim@fei.co.nz

- (d) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;
- (ii) if by post, three Business Days from and including the date of postage;
- (iii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report confirming that the facsimile has been sent in full generated by the machine from which the facsimile was sent; or
- (iv) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

- (e) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 4 hours after the transmission is received or regarded as received under clause 7.5(d)(iii) and informs the sender that it is not legible.

Schedule 1 Dictionary

The following definitions apply in this deed.

Agreement means the agreement for sale and purchase of all of the shares in FE Investments Limited dated 29 November 2016.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia, Australia.

Consideration Shares means Tranche 1 Consideration Shares and the Tranche 2 Consideration Shares issued or to be issued to the Holder pursuant to the Agreement.

Controller Interests means the securities, substantial economic interest or other interests in the Voluntary Escrow Shares full particulars of which are set out in item 4 of Schedule 4 (if any).

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

Dispose includes:

- (a) the meaning given by the ASX Listing Rules; and
- (b) In relation to any Voluntary Escrow Shares, to:
 - (i) sell, assign, transfer or otherwise dispose of the Voluntary Escrow Shares;
 - (ii) encumber or grant a security interest over the Voluntary Escrow Shares;
 - (iii) grant or exercise an option in respect of any Voluntary Escrow Shares;
 - (iv) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any of the Voluntary Escrow Shares; or
 - (v) agree to do any of those things.

Escrow Period means the period for which Voluntary Escrow Shares shall be escrowed, as set out in Section 1.1.

Nominee means a related body corporate (as defined in the Corporations Act) of the Holder.

Permitted Security Interest means a first ranking security interest over the Consideration Shares granted by the Holder in favour of Security Trustee Limited.

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

Takeover Bid has the meaning given to that term in the Corporations Act.

Tranche 1 Consideration Shares means 7,755,000 Shares to be issued to the Holder under the Agreement.

Tranche 1 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Tranche 2 Consideration Shares means 2,662,781 Shares to be issued to the Holder under the Agreement (to the extent that such Shares are actually issued to the Holder under the terms of the Agreement).

Tranche 2 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Trust has the meaning given in clause 2.2(d).

Trustee has the meaning given in clause 2.2(d).

Voluntary Escrow Shares means the Consideration Shares subject to escrow, as set out in Section 1.1.

Schedule 2 Rules for interpreting this deed

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.
- (b) Other than as expressly provided, a term or expression starting with a capital letter which is defined in the ASX Listing Rules, but is not defined in the Dictionary, has the meaning given to it in the ASX Listing Rules.
- (c) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this deed or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) The expression 'this deed' includes the agreement, arrangement, understanding or transaction recorded in this deed.

Schedule 3 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party, then unless otherwise specified in this deed:

- (a) an obligation of those persons is several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

Schedule 4 Details

1 Company name and address

Wolfstrike Rentals Group Ltd(ACN 009 248 720)

Level 32, 101 Miller Street, NORTH SYDNEY, NSW, AUSTRALIA, 2060

2 Holder's name and address

First Eastern Capital Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.

3 Controller's name and address

- (a) First Eastern Holdings Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.
 - (b) Security Trustee Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.
-

4 Particulars of Controller Interests (if any)

- (a) First Eastern Holdings Limited is the legal and beneficial owner of 100% of the issued share capital in the Holder.
- (b) Security Trustee Limited holds the Permitted Security Interest in the Consideration Shares.

Execution page

Executed as a Deed

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney

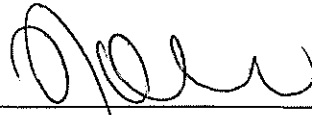
Signed, sealed and delivered by **Wolfstrike Rentals Group Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

John Seton

Name of director (print)



Signature of director/secretary

Quentin Olden

Name of director/secretary (print)

Signed, sealed and delivered by **First Eastern Capital Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director

M D STEWART

Name of director (print)



Signature of director/secretary

TK Stewart

Name of director/secretary (print)

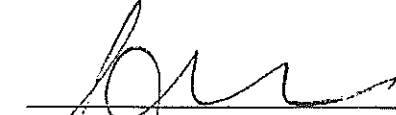
Signed, sealed and delivered by **First Eastern Holdings Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director

MD STEWART

Name of director (print)



Signature of director/secretary

TK SHIM

Name of director/secretary (print)


Signed, sealed and delivered by **Security Trustee Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director

MD STEWART

Name of director (print)



Signature of director/secretary

TK SHIM

Name of director/secretary (print)

Voluntary Escrow Deed

Wolfstrike Rentals Group Ltd (ACN 107 745 095)

FE Equity Limited

First Eastern Holdings Limited

Security Trustee Limited

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Date:

6 June 2017

Parties

- 1 The party named in item 1 of Schedule 4(Company)
- 2 Each party named in item 2 of Schedule 4(Holder)
- 3 Each party named in item 3 of Schedule 4(Controller)

Recitals

- A The Company intends to issue the Consideration Shares to the Holder as consideration pursuant to the Agreement.
- B The Holder is controlled by the Controller.
- C The Holder agrees to the escrow provisions in respect the Consideration Shares pursuant to, and the Controller agrees to be bound by, the terms of this deed.

The parties agree

1 Escrow Restrictions

1.1 Voluntary Escrow Shares

Subject to clause 1.3, during each Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, any number of Consideration Shares subject to voluntary escrow for that Escrow Period (**Voluntary Escrow Shares**), without the prior written consent of the Company. The number of Voluntary Escrow Shares for each Escrow Period is set out below:

Escrow Period	Voluntary Escrow Shares
24 months from the Tranche 1 Issue Date (Tranche 1 Escrow Period)	Tranche 1 Consideration Shares
24 months from the Tranche 2 Issue Date (Tranche 2 Escrow Period)	Tranche 2 Consideration Shares

1.2 Controller Interests

Subject to clause 1.3, during the Escrow Periods, a Controller (if any) must not Dispose of, or agree or offer to Dispose of, any Controller Interests in respect of the relevant Voluntary Escrow Shares for that Escrow Period, without the prior written consent of the Company. If a Controller becomes the registered holder of all or any of the Consideration Shares by virtue of exercising its rights with respect to the Permitted Security Interest (or otherwise), then such Controller will be bound by the same obligations imposed on the Holder under this deed as if it had executed this deed as the Holder.

1.3 Exception

The restrictions set out in clauses 1.1 and 1.2 do not apply to the extent necessary to allow:

- (a) the Holder to accept an offer under a Takeover Bid in relation to the Voluntary

Escrow Shares, or to enable the Holder to tender any of its Voluntary Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid or to vote the Voluntary Escrow Shares in relation to, and enable the Voluntary Escrow Shares to be transferred or cancelled as part of, an acquisition or merger by scheme of arrangement under Part 5.1 of the Corporations Act, if:

- (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to voluntary escrow arrangements (**Escrowed Shares**) that are the subject of the Takeover Bid have accepted and the Takeover Bid is unconditional or all conditions to the Takeover Bid have been satisfied or waived;
- (ii) in the case of a bid acceptance facility established in connection with a Takeover Bid, holders of at least half of the Shares that are not Escrowed Shares that are the subject of the Takeover Bid have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; and
- (iii) in the case of a merger or acquisition by scheme of arrangement under Part 5.1 of the Corporations Act, the scheme of arrangement has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid or scheme of arrangement described in clause 1.3(a), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply;

- (b) a dealing required by applicable law (including an order of a court of competent jurisdiction); or
- (c) the Holder to transfer the Voluntary Escrow Shares to a Nominee on terms in which the Nominee agrees in writing with the Company before the transfer to be bound by the terms of this deed and do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause 1.3(c) including, without limitation, an agreement containing terms identical to this deed.

1.4 Notice

If the Holder or Controller (if any) becomes aware:

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

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

1.5 Settlement of Warranty Claims

During the Escrow Period the relevant number of Consideration Shares will be released from the restrictions in clauses 1.1 and 1.2 to the extent required to enable Consideration Shares to be transferred to the Company in settlement of any warranty claim in accordance with the terms of the Agreement.

2 Warranties

2.1 Giving of warranties

Each of the warranties and representations in this clause 2 is given in favour of the Company as at the date of this deed.

The warranties and representations in this clause 2 are given in respect of any and all Voluntary Escrow Shares which the Holder holds and the Controller (if any) has Controller Interests (if any) in from time to time during the relevant Escrow Period, including as a result of a permitted dealing in accordance with clause 1.3 of this deed.

2.2 Warranties of Holder and Controller

Each of the Holder and the Controller (if any) jointly and severally warrant and represent the following:

- (a) Before the relevant Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 1 of this deed if done or omitted during the relevant Escrow Period.
- (b) The Holder holds the Consideration Shares and the Controller (if any) holds the Controller Interests (if any) set out in item 4 of Schedule 4.
- (c) The Consideration Shares and the Controller Interests (if any) are free from all encumbrances and other third party interests other than the Permitted Security Interest.
- (d) It has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller (if any) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**)).
- (e) It has taken all necessary action to authorise its execution, delivery and performance of this deed in accordance with its terms.
- (f) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (g) If the Holder or Controller (if any) 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.
- (h) If the Holder or Controller (if any) is a Trustee:
 - (i) the Holder or Controller (if any) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller (if any) has not released or disposed of its equitable lien over that trust; and

- (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.
- (i) The execution, delivery and performance by the Holder or Controller (if any) of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller (if any) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

2.3 Breach of warranties

A breach of any of the warranties in clause 2 is a breach of the terms of this deed.

3 Orderly sell down

3.1 Orderly sell down

The Holders and the Controller (if any) agree that following the expiry of the relevant Escrow Period, if they wish to carry out any sale or transfer of Consideration Shares, they will do so in a manner that promotes an orderly market for Shares.

4 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 1, nothing in this deed restricts the Holder or the Controller (if any) from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder or the Controller (if any) of, the Voluntary Escrow Shares, including without limitation by:

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

5 Breach

5.1 Prevention of anticipated breach

If it appears to the Company that the Holder or a Controller (if any) may breach this deed, the Company may take any steps necessary to prevent the breach, or to enforce the deed as soon as it becomes aware of the potential breach.

5.2 Consequences of breach

- (a) If the Holder or a Controller (if any) breaches this deed, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach; and
 - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 1.1 or clause 1.2 and each of the Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligations under clause 1.1 or clause 1.2 (as applicable) without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Amendment

This deed can only be amended or replaced by another deed executed by the parties.

7 General

7.1 Governing Law

- (a) This deed is governed by the laws of Western Australia, Australia.
- (b) Each party submits to the non exclusive jurisdiction of the courts of Western Australia, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed.
- (c) Each of the parties to this deed irrevocably waives:
 - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
 - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

7.2 Further assurances

Each party must do all things and execute all further documents reasonably requested by another party to give full effect to this deed.

7.3 Counterparts

This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

7.4 Time of Essence

Time is of the essence to this deed.

7.5 Notice

A notice or other communication given under this deed:

- (a) must be in legible writing and in English;
- (b) must be signed by a person duly authorised by the sender; and
- (c) must be addressed to the addressee at the address, email address or facsimile number set out below or to any other address or facsimile number a party notifies to the other under this clause:

- (i) if to the Company:

Wolfstrike Rentals Group Ltd
Level 32, 101 Miller Street,
NORTH SYDNEY, NSW, AUSTRALIA, 2060
Attention: the Company Secretary
Fax: +61 8 9367 8812
Email: ian@wolfstrike.net

- (ii) if to the Holder or a Controller:

c/- FE Equity Limited
Level 8
92 Albert Street
Auckland

Attention: TK Shim
Email: tkshim@fei.co.nz

- (d) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;
- (ii) if by post, three Business Days from and including the date of postage;
- (iii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report confirming that the facsimile has been sent in full generated by the machine from which the facsimile was sent; or
- (iv) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

- (e) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 4 hours after the transmission is received or regarded as received under clause 7.5(d)(iii) and informs the sender that it is not legible.

Schedule 1 Dictionary

The following definitions apply in this deed.

Agreement means the agreement for sale and purchase of all of the shares in FE Investments Limited dated 29 November 2016.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia, Australia.

Consideration Shares means Tranche 1 Consideration Shares and the Tranche 2 Consideration Shares issued or to be issued to the Holder pursuant to the Agreement.

Controller Interests means the securities, substantial economic interest or other interests in the Voluntary Escrow Shares full particulars of which are set out in item 4 of Schedule 4 (if any).

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

Dispose includes:

- (a) the meaning given by the ASX Listing Rules; and
- (b) in relation to any Voluntary Escrow Shares, to:
 - (i) sell, assign, transfer or otherwise dispose of the Voluntary Escrow Shares;
 - (ii) encumber or grant a security interest over the Voluntary Escrow Shares;
 - (iii) grant or exercise an option in respect of any Voluntary Escrow Shares;
 - (iv) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any of the Voluntary Escrow Shares; or
 - (v) agree to do any of those things.

Escrow Period means the period for which Voluntary Escrow Shares shall be escrowed, as set out in Section 1.1.

Nominee means a related body corporate (as defined in the Corporations Act) of the Holder.

Permitted Security Interest means a first ranking security interest over the Consideration Shares granted by the Holder in favour of Security Trustee Limited.

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

Takeover Bid has the meaning given to that term in the Corporations Act.

Tranche 1 Consideration Shares means 39,105,000 Shares to be issued to the Holder under the Agreement.

Tranche 1 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Tranche 2 Consideration Shares means 13,427, 217 Shares to be issued to the Holder under the Agreement (to the extent that such Shares are actually issued to the Holder under the terms of the Agreement).

Tranche 2 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Trust has the meaning given in clause 2.2(d).

Trustee has the meaning given in clause 2.2(d).

Voluntary Escrow Shares means the Consideration Shares subject to escrow, as set out in Section 1.1.

Schedule 2 Rules for interpreting this deed

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.
- (b) Other than as expressly provided, a term or expression starting with a capital letter which is defined in the ASX Listing Rules, but is not defined in the Dictionary, has the meaning given to it in the ASX Listing Rules.
- (c) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this deed or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) The expression 'this deed' includes the agreement, arrangement, understanding or transaction recorded in this deed.

Schedule 3 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party, then unless otherwise specified in this deed:

- (a) an obligation of those persons is several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

Schedule 4 Details

1 Company name and address

Wolfstrike Rentals Group Ltd(ACN 009 248 720)

Level 32, 101 Miller Street, NORTH SYDNEY, NSW, AUSTRALIA, 2060

2 Holder's name and address

FE Equity Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.

3 Controller's name and address

- (a) First Eastern Holdings Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.
 - (b) Security Trustee Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.
-

4 Particulars of Controller Interests (if any)

- (a) First Eastern Holdings Limited is the legal and beneficial owner of 100% of the issued share capital in the Holder.
- (b) Security Trustee Limited holds the Permitted Security Interest in the Consideration Shares.

Execution page

Executed as a Deed

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney

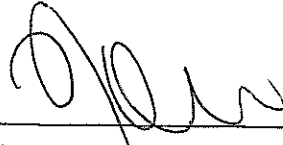
Signed, sealed and delivered by **Wolfstrike Rentals Group Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



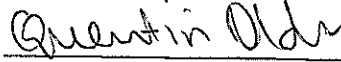
Signature of director



Name of director (print)

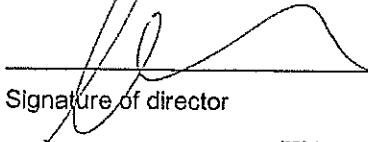


Signature of director/secretary



Name of director/secretary (print)

Signed, sealed and delivered by **FE Equity Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director



Name of director (print)



Signature of director/secretary



Name of director/secretary (print)

Signed, sealed and delivered by **First Eastern Holdings Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:

Signature of director

TK SHIM

Name of director (print)

Signature of director/secretary

MELVIN DOUGLAS STEWART

Name of director/secretary (print)

Signed, sealed and delivered by **Security Trustee Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:

Signature of director

TK SHIM

Name of director (print)

Signature of director/secretary

M D STEWART

Name of director/secretary (print)

Voluntary Escrow Deed

Wolfstrike Rentals Group Ltd (ACN 107 745 095)

FE Convertible Bond No. 82 Limited

First Eastern Holdings Limited

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Date:

6 June 2017

Parties

- 1 The party named in item 1 of Schedule 4(Company)
- 2 Each party named in item 2 of Schedule 4(Holder)
- 3 Each party named in item 3 of Schedule 4(Controller)

Recitals

- A The Company intends to issue the Consideration Shares to the Holder as consideration pursuant to the Agreement.
- B The Holder is controlled by the Controller.
- C The Holder agrees to the escrow provisions in respect the Consideration Shares pursuant to, and the Controller agrees to be bound by, the terms of this deed.

The parties agree

1 Escrow Restrictions

1.1 Voluntary Escrow Shares

Subject to clause 1.3, during each Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, any number of Consideration Shares subject to voluntary escrow for that Escrow Period (**Voluntary Escrow Shares**), without the prior written consent of the Company. The number of Voluntary Escrow Shares for each Escrow Period is set out below:

Escrow Period	Voluntary Escrow Shares
24 months from the Tranche 1 Issue Date (Tranche 1 Escrow Period)	Tranche 1 Consideration Shares
24 months from the Tranche 2 Issue Date (Tranche 2 Escrow Period)	Tranche 2 Consideration Shares

1.2 Controller Interests

Subject to clause 1.3, during the Escrow Periods, a Controller (if any) must not Dispose of, or agree or offer to Dispose of, any Controller Interests in respect of the relevant Voluntary Escrow Shares for that Escrow Period, without the prior written consent of the Company. The Holder warrants that the Permitted Security Interest provides for the rights of the grantee of the Permitted Security Interest in becoming the registered holder of all or any of the Consideration Shares by virtue of exercising its rights with respect to the Permitted Security Interest (or otherwise), to be subject to the same obligations imposed on the Holder under this deed as if it had executed this deed as the Holder.

1.3 Exception

The restrictions set out in clauses 1.1 and 1.2 do not apply to the extent necessary to allow:

- (a) the Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares, or to enable the Holder to tender any of its Voluntary Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid or to vote the Voluntary Escrow Shares in relation to, and enable the Voluntary Escrow Shares to be transferred or cancelled as part of, an acquisition or merger by scheme of arrangement under Part 5.1 of the Corporations Act, if:
 - (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to voluntary escrow arrangements (**Escrowed Shares**) that are the subject of the Takeover Bid have accepted and the Takeover Bid is unconditional or all conditions to the Takeover Bid have been satisfied or waived;
 - (ii) in the case of a bid acceptance facility established in connection with a Takeover Bid, holders of at least half of the Shares that are not Escrowed Shares that are the subject of the Takeover Bid have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; and
 - (iii) in the case of a merger or acquisition by scheme of arrangement under Part 5.1 of the Corporations Act, the scheme of arrangement has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid or scheme of arrangement described in clause 1.3(a), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply;

- (b) a dealing required by applicable law (including an order of a court of competent jurisdiction); or
- (c) the Holder to transfer the Voluntary Escrow Shares to a Nominee on terms in which the Nominee agrees in writing with the Company before the transfer to be bound by the terms of this deed and do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause 1.3(c) including, without limitation, an agreement containing terms identical to this deed.

1.4 Notice

If the Holder or Controller (if any) becomes aware:

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

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

1.5 Settlement of Warranty Claims

During the Escrow Period the relevant number of Consideration Shares will be released from the restrictions in clauses 1.1 and 1.2 to the extent required to enable Consideration

Shares to be transferred to the Company in settlement of any warranty claim in accordance with the terms of the Agreement.

2 Warranties

2.1 Giving of warranties

Each of the warranties and representations in this clause 2 is given in favour of the Company as at the date of this deed.

The warranties and representations in this clause 2 are given in respect of any and all Voluntary Escrow Shares which the Holder holds and the Controller (if any) has Controller Interests (if any) in from time to time during the relevant Escrow Period, including as a result of a permitted dealing in accordance with clause 1.3 of this deed.

2.2 Warranties of Holder and Controller

Each of the Holder and the Controller (if any) jointly and severally warrant and represent the following:

- (a) Before the relevant Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 1 of this deed if done or omitted during the relevant Escrow Period.
- (b) The Holder holds the Consideration Shares and the Controller (if any) holds the Controller Interests (if any) set out in item 4 of Schedule 4.
- (c) The Consideration Shares and the Controller Interests (if any) are free from all encumbrances and other third party interests other than the Permitted Security Interest.
- (d) It has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller (if any) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**)).
- (e) It has taken all necessary action to authorise its execution, delivery and performance of this deed in accordance with its terms.
- (f) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (g) If the Holder or Controller (if any) 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.
- (h) If the Holder or Controller (if any) is a Trustee:
 - (i) the Holder or Controller (if any) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full

and the Holder or Controller (if any) has not released or disposed of its equitable lien over that trust; and

- (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.
- (i) The execution, delivery and performance by the Holder or Controller (if any) of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller (if any) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

2.3 Breach of warranties

A breach of any of the warranties in clause 2 is a breach of the terms of this deed.

3 Orderly sell down

3.1 Orderly sell down

The Holders and the Controller (if any) agree that following the expiry of the relevant Escrow Period, if they wish to carry out any sale or transfer of Consideration Shares, they will do so in a manner that promotes an orderly market for Shares.

4 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 1, nothing in this deed restricts the Holder or the Controller (if any) from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder or the Controller (if any) of, the Voluntary Escrow Shares, including without limitation by:

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

5 Breach

5.1 Prevention of anticipated breach

If it appears to the Company that the Holder or a Controller (if any) may breach this deed, the Company may take any steps necessary to prevent the breach, or to enforce the deed as soon as it becomes aware of the potential breach.

5.2 Consequences of breach

- (a) If the Holder or a Controller (if any) breaches this deed, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach; and
 - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 1.1 or clause 1.2 and each of the Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligations under clause 1.1 or clause 1.2 (as applicable) without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Amendment

This deed can only be amended or replaced by another deed executed by the parties.

7 General

7.1 Governing Law

- (a) This deed is governed by the laws of Western Australia, Australia.
- (b) Each party submits to the non exclusive jurisdiction of the courts of Western Australia, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed.
- (c) Each of the parties to this deed irrevocably waives:
 - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
 - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

7.2 Further assurances

Each party must do all things and execute all further documents reasonably requested by another party to give full effect to this deed.

7.3 Counterparts

This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

7.4 Time of Essence

Time is of the essence to this deed.

7.5 Notice

A notice or other communication given under this deed:

- (a) must be in legible writing and in English;
- (b) must be signed by a person duly authorised by the sender; and
- (c) must be addressed to the addressee at the address, email address or facsimile number set out below or to any other address or facsimile number a party notifies to the other under this clause:

- (i) if to the Company:

Wolfstrike Rentals Group Ltd
Level 32, 101 Miller Street,
NORTH SYDNEY, NSW, AUSTRALIA, 2060
Attention: the Company Secretary
Fax: +61 8 9367 8812
Email: ian@wolfstrike.net

- (ii) if to the Holder or a Controller:

c/- FE Convertible Bond No. 82 Limited
Level 8
92 Albert Street
Auckland

Attention: TK Shim
Email: tkshim@fei.co.nz

- (d) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;
- (ii) if by post, three Business Days from and including the date of postage;
- (iii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report confirming that the facsimile has been sent in full generated by the machine from which the facsimile was sent; or
- (iv) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

- (e) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 4 hours after the transmission is received or regarded as received under clause 7.5(d)(iii) and informs the sender that it is not legible.

Schedule 1 Dictionary

The following definitions apply in this deed.

Agreement means the agreement for sale and purchase of all of the shares in FE Investments Limited dated 29 November 2016.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia, Australia.

Consideration Shares means Tranche 1 Consideration Shares and the Tranche 2 Consideration Shares issued or to be issued to the Holder pursuant to the Agreement.

Controller Interests means the securities, substantial economic interest or other interests in the Voluntary Escrow Shares full particulars of which are set out in Item 4 of Schedule 4 (if any).

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

Dispose includes:

- (a) the meaning given by the ASX Listing Rules; and
- (b) in relation to any Voluntary Escrow Shares, to:
 - (i) sell, assign, transfer or otherwise dispose of the Voluntary Escrow Shares;
 - (ii) encumber or grant a security interest over the Voluntary Escrow Shares;
 - (iii) grant or exercise an option in respect of any Voluntary Escrow Shares;
 - (iv) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any of the Voluntary Escrow Shares; or
 - (v) agree to do any of those things.

Escrow Period means the period for which Voluntary Escrow Shares shall be escrowed, as set out in Section 1.1.

Nominee means a related body corporate (as defined in the Corporations Act) of the Holder.

Permitted Security Interest means a first ranking security interest over the Consideration Shares granted by the Holder in favour of Eugenia Wong Kin Ling.

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

Takeover Bid has the meaning given to that term in the Corporations Act.

Tranche 1 Consideration Shares means 21,945,000 Shares to be issued to the Holder under the Agreement.

Tranche 1 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Tranche 2 Consideration Shares means 7,535,105 Shares to be issued to the Holder under the Agreement (to the extent that such Shares are actually issued to the Holder under the terms of the Agreement).

Tranche 2 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Trust has the meaning given in clause 2.2(d).

Trustee has the meaning given in clause 2.2(d).

Voluntary Escrow Shares means the Consideration Shares subject to escrow, as set out in Section 1.1.

Schedule 2 Rules for interpreting this deed

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.
- (b) Other than as expressly provided, a term or expression starting with a capital letter which is defined in the ASX Listing Rules, but is not defined in the Dictionary, has the meaning given to it in the ASX Listing Rules.
- (c) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this deed or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) The expression 'this deed' includes the agreement, arrangement, understanding or transaction recorded in this deed.

Schedule 3 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party, then unless otherwise specified in this deed:

- (a) an obligation of those persons is several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

Schedule 4 Details

1 Company name and address

Wolfstrike Rentals Group Ltd(ACN 009 248 720)

Level 32, 101 Miller Street, NORTH SYDNEY, NSW, AUSTRALIA, 2060

2 Holder's name and address

FE Convertible Bond No. 82 Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.

3 Controller's name and address

First Eastern Holdings Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.

4 Particulars of Controller Interests (if any)

First Eastern Holdings Limited is the legal and beneficial owner of 100% of the issued share capital in the Holder.

Execution page

Executed as a Deed

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney

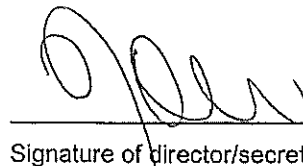
Signed, sealed and delivered by **Wolfstrike Rentals Group Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

John Seton

Name of director (print)

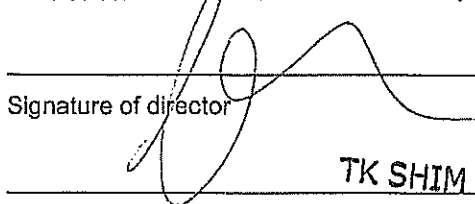


Signature of director/secretary

Quentin Alder

Name of director/secretary (print)

Signed, sealed and delivered by **FE Convertible Bond No. 82 Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director

TK SHIM

Name of director (print)

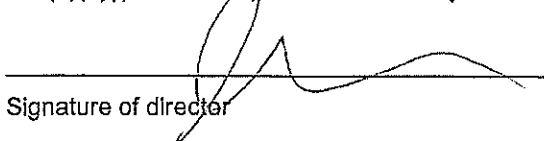


Signature of director/secretary

MELVIN DOUGLAS STEWART

Name of director/secretary (print)

Signed, sealed and delivered by **First Eastern Holdings Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director

TK SHIM

Name of director (print)



Signature of director/secretary

MELVIN DOUGLAS STEWART

Name of director/secretary (print)

Voluntary Escrow Deed

Wolfstrike Rentals Group Ltd (ACN 107 745 095)

FE Convertible Bond No. 81 Limited

First Eastern Holdings Limited

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Date:

6 June 2017

Parties

- 1 The party named in item 1 of Schedule 4(Company)
- 2 Each party named in item 2 of Schedule 4(Holder)
- 3 Each party named in item 3 of Schedule 4(Controller)

Recitals

- A The Company intends to issue the Consideration Shares to the Holder as consideration pursuant to the Agreement.
- B The Holder is controlled by the Controller.
- C The Holder agrees to the escrow provisions in respect the Consideration Shares pursuant to, and the Controller agrees to be bound by, the terms of this deed.

The parties agree

1 Escrow Restrictions

1.1 Voluntary Escrow Shares

Subject to clause 1.3, during each Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, any number of Consideration Shares subject to voluntary escrow for that Escrow Period (**Voluntary Escrow Shares**), without the prior written consent of the Company. The number of Voluntary Escrow Shares for each Escrow Period is set out below:

Escrow Period	Voluntary Escrow Shares
24 months from the Tranche 1 Issue Date (Tranche 1 Escrow Period)	Tranche 1 Consideration Shares
24 months from the Tranche 2 Issue Date (Tranche 2 Escrow Period)	Tranche 2 Consideration Shares

1.2 Controller Interests

Subject to clause 1.3, during the Escrow Periods, a Controller (if any) must not Dispose of, or agree or offer to Dispose of, any Controller Interests in respect of the relevant Voluntary Escrow Shares for that Escrow Period, without the prior written consent of the Company. The Holder warrants that the Permitted Security Interest provides for the rights of the grantee of the Permitted Security Interest in becoming the registered holder of all or any of the Consideration Shares by virtue of exercising its rights with respect to the Permitted Security Interest (or otherwise), to be subject to the same obligations imposed on the Holder under this deed as if it had executed this deed as the Holder.

1.3 Exception

The restrictions set out in clauses 1.1 and 1.2 do not apply to the extent necessary to allow:

- (a) the Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares, or to enable the Holder to tender any of its Voluntary Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid or to vote the Voluntary Escrow Shares in relation to, and enable the Voluntary Escrow Shares to be transferred or cancelled as part of, an acquisition or merger by scheme of arrangement under Part 5.1 of the Corporations Act, if:
 - (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to voluntary escrow arrangements (**Escrowed Shares**) that are the subject of the Takeover Bid have accepted and the Takeover Bid is unconditional or all conditions to the Takeover Bid have been satisfied or waived;
 - (ii) in the case of a bid acceptance facility established in connection with a Takeover Bid, holders of at least half of the Shares that are not Escrowed Shares that are the subject of the Takeover Bid have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; and
 - (iii) in the case of a merger or acquisition by scheme of arrangement under Part 5.1 of the Corporations Act, the scheme of arrangement has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid or scheme of arrangement described in clause 1.3(a), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply;

- (b) a dealing required by applicable law (including an order of a court of competent jurisdiction); or
- (c) the Holder to transfer the Voluntary Escrow Shares to a Nominee on terms in which the Nominee agrees in writing with the Company before the transfer to be bound by the terms of this deed and do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause 1.3(c) including, without limitation, an agreement containing terms identical to this deed.

1.4 Notice

If the Holder or Controller (if any) becomes aware:

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

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

1.5 Settlement of Warranty Claims

During the Escrow Period the relevant number of Consideration Shares will be released from the restrictions in clauses 1.1 and 1.2 to the extent required to enable Consideration

Shares to be transferred to the Company in settlement of any warranty claim in accordance with the terms of the Agreement.

2 Warranties

2.1 Giving of warranties

Each of the warranties and representations in this clause 2 is given in favour of the Company as at the date of this deed.

The warranties and representations in this clause 2 are given in respect of any and all Voluntary Escrow Shares which the Holder holds and the Controller (if any) has Controller Interests (if any) in from time to time during the relevant Escrow Period, including as a result of a permitted dealing in accordance with clause 1.3 of this deed.

2.2 Warranties of Holder and Controller

Each of the Holder and the Controller (if any) jointly and severally warrant and represent the following:

- (a) Before the relevant Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 1 of this deed if done or omitted during the relevant Escrow Period.
- (b) The Holder holds the Consideration Shares and the Controller (if any) holds the Controller Interests (if any) set out in item 4 of Schedule 4.
- (c) The Consideration Shares and the Controller Interests (if any) are free from all encumbrances and other third party interests other than the Permitted Security Interest.
- (d) It has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller (if any) has entered into this deed as a trustee (Trustee), under the trust deed for the relevant trust (Trust)).
- (e) It has taken all necessary action to authorise its execution, delivery and performance of this deed in accordance with its terms.
- (f) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (g) If the Holder or Controller (if any) 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.
- (h) If the Holder or Controller (if any) is a Trustee:
 - (i) the Holder or Controller (if any) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full

and the Holder or Controller (if any) has not released or disposed of its equitable lien over that trust; and

- (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.
- (i) The execution, delivery and performance by the Holder or Controller (if any) of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller (if any) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

2.3 Breach of warranties

A breach of any of the warranties in clause 2 is a breach of the terms of this deed.

3 Orderly sell down

3.1 Orderly sell down

The Holders and the Controller (if any) agree that following the expiry of the relevant Escrow Period, if they wish to carry out any sale or transfer of Consideration Shares, they will do so in a manner that promotes an orderly market for Shares.

4 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 1, nothing in this deed restricts the Holder or the Controller (if any) from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder or the Controller (if any) of, the Voluntary Escrow Shares, including without limitation by:

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

5 Breach

5.1 Prevention of anticipated breach

If it appears to the Company that the Holder or a Controller (if any) may breach this deed, the Company may take any steps necessary to prevent the breach, or to enforce the deed as soon as it becomes aware of the potential breach.

5.2 Consequences of breach

- (a) If the Holder or a Controller (if any) breaches this deed, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach; and
 - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 1.1 or clause 1.2 and each of the Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligations under clause 1.1 or clause 1.2 (as applicable) without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Amendment

This deed can only be amended or replaced by another deed executed by the parties.

7 General

7.1 Governing Law

- (a) This deed is governed by the laws of Western Australia, Australia.
- (b) Each party submits to the non exclusive jurisdiction of the courts of Western Australia, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed.
- (c) Each of the parties to this deed irrevocably waives:
 - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
 - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

7.2 Further assurances

Each party must do all things and execute all further documents reasonably requested by another party to give full effect to this deed.

7.3 Counterparts

This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

7.4 Time of Essence

Time is of the essence to this deed.

7.5 Notice

A notice or other communication given under this deed:

- (a) must be in legible writing and in English;
- (b) must be signed by a person duly authorised by the sender; and
- (c) must be addressed to the addressee at the address, email address or facsimile number set out below or to any other address or facsimile number a party notifies to the other under this clause:
 - (i) if to the Company:

Wolfstrike Rentals Group Ltd
Level 32, 101 Miller Street,
NORTH SYDNEY, NSW, AUSTRALIA, 2060
Attention: the Company Secretary
Fax: +61 8 9367 8812
Email: ian@wolfstrike.net
 - (ii) if to the Holder or a Controller:

c/- FE Convertible Bond No. 81 Limited
Level 8
92 Albert Street
Auckland

Attention: TK Shim
Email: tkshim@fei.co.nz
- (d) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:
 - (i) if sent by hand, when delivered to the addressee;
 - (ii) if by post, threeBusiness Days from and including the date of postage;
 - (iii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report confirming that the facsimile has been sent in full generated by the machine from which the facsimile was sent; or
 - (iv) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

- (e) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 4 hours after the transmission is received or regarded as received under clause 7.5(d)(iii) and informs the sender that it is not legible.

Schedule 1 Dictionary

The following definitions apply in this deed.

Agreement means the agreement for sale and purchase of all of the shares in FE Investments Limited dated 29 November 2016.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia, Australia.

Consideration Shares means Tranche 1 Consideration Shares and the Tranche 2 Consideration Shares issued or to be issued to the Holder pursuant to the Agreement.

Controller Interests means the securities, substantial economic interest or other interests in the Voluntary Escrow Shares full particulars of which are set out in item 4 of Schedule 4 (if any).

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

Dispose includes:

- (a) the meaning given by the ASX Listing Rules; and
- (b) in relation to any Voluntary Escrow Shares, to:
 - (i) sell, assign, transfer or otherwise dispose of the Voluntary Escrow Shares;
 - (ii) encumber or grant a security interest over the Voluntary Escrow Shares;
 - (iii) grant or exercise an option in respect of any Voluntary Escrow Shares;
 - (iv) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any of the Voluntary Escrow Shares; or
 - (v) agree to do any of those things.

Escrow Period means the period for which Voluntary Escrow Shares shall be escrowed, as set out in Section 1.1.

Nominee means a related body corporate (as defined in the Corporations Act) of the Holder.

Permitted Security Interest means a first ranking security interest over the Consideration Shares granted by the Holder in favour of Eugenia Wong Kin Ling.

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

Takeover Bid has the meaning given to that term in the Corporations Act.

Tranche 1 Consideration Shares means 66,000,000 Shares to be issued to the Holder under the Agreement.

Tranche 1 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Tranche 2 Consideration Shares means 22,661,969 Shares to be issued to the Holder under the Agreement (to the extent that such Shares are actually issued to the Holder under the terms of the Agreement).

Tranche 2 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Trust has the meaning given in clause 2.2(d).

Trustee has the meaning given in clause 2.2(d).

Voluntary Escrow Shares means the Consideration Shares subject to escrow, as set out in Section 1.1.

Schedule 2 Rules for interpreting this deed

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.
- (b) Other than as expressly provided, a term or expression starting with a capital letter which is defined in the ASX Listing Rules, but is not defined in the Dictionary, has the meaning given to it in the ASX Listing Rules.
- (c) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this deed or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) The expression 'this deed' includes the agreement, arrangement, understanding or transaction recorded in this deed.

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If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party, then unless otherwise specified in this deed:

- (a) an obligation of those persons is several;
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- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

Schedule 4 Details

1 Company name and address

Wolfstrike Rentals Group Ltd(ACN 009 248 720)

Level 32, 101 Miller Street, NORTH SYDNEY, NSW, AUSTRALIA, 2060

2 Holder's name and address

FE Convertible Bond No. 81 Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.

3 Controller's name and address

First Eastern Holdings Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.

4 Particulars of Controller Interests (if any)

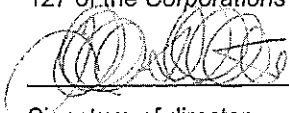
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Execution page

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Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney

Signed, sealed and delivered by **Wolfstrike Rentals Group Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



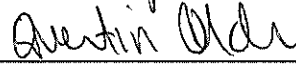
Signature of director



Name of director (print)



Signature of director/secretary



Name of director/secretary (print)

Signed, sealed and delivered by **FE Convertible Bond No. 81 Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director

Melvin Douglas Stewart

Name of director (print)



Signature of director/secretary

Thatt Kiong Shim

Name of director/secretary (print)

Signed, sealed and delivered by **First Eastern Holdings Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director

Melvin Douglas Stewart

Name of director (print)



Signature of director/secretary

Thatt Kiong Shim

Name of director/secretary (print)

Voluntary Escrow Deed

Wolfstrike Rentals Group Ltd (ACN 107 745 095)

FE Bond No. 1 Limited

First Eastern Holdings Limited

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Date:

6 June 2017

Parties

- 1 The party named in item 1 of Schedule 4(Company)
- 2 Each party named in item 2 of Schedule 4(Holder)
- 3 Each party named in item 3 of Schedule 4(Controller)

Recitals

- A The Company intends to issue the Consideration Shares to the Holder as consideration pursuant to the Agreement.
- B The Holder is controlled by the Controller.
- C The Holder agrees to the escrow provisions in respect the Consideration Shares pursuant to, and the Controller agrees to be bound by, the terms of this deed.

The parties agree

1 Escrow Restrictions

1.1 Voluntary Escrow Shares

Subject to clause 1.3, during each Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, any number of Consideration Shares subject to voluntary escrow for that Escrow Period (**Voluntary Escrow Shares**), without the prior written consent of the Company. The number of Voluntary Escrow Shares for each Escrow Period is set out below:

Escrow Period	Voluntary Escrow Shares
24 months from the Tranche 1 Issue Date (Tranche 1 Escrow Period)	Tranche 1 Consideration Shares
24 months from the Tranche 2 Issue Date (Tranche 2 Escrow Period)	Tranche 2 Consideration Shares

1.2 Controller Interests

Subject to clause 1.3, during the Escrow Periods, a Controller (if any) must not Dispose of, or agree or offer to Dispose of, any Controller Interests in respect of the relevant Voluntary Escrow Shares for that Escrow Period, without the prior written consent of the Company. The Holder warrants that the Permitted Security Interest provides for the rights of the grantee of the Permitted Security Interest in becoming the registered holder of all or any of the Consideration Shares by virtue of exercising its rights with respect to the Permitted Security Interest (or otherwise), to be subject to the same obligations imposed on the Holder under this deed as if it had executed this deed as the Holder.

1.3 Exception

The restrictions set out in clauses 1.1 and 1.2 do not apply to the extent necessary to allow:

- (a) the Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares, or to enable the Holder to tender any of its Voluntary Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid or to vote the Voluntary Escrow Shares in relation to, and enable the Voluntary Escrow Shares to be transferred or cancelled as part of, an acquisition or merger by scheme of arrangement under Part 5.1 of the Corporations Act, if:
 - (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to voluntary escrow arrangements (**Escrowed Shares**) that are the subject of the Takeover Bid have accepted and the Takeover Bid is unconditional or all conditions to the Takeover Bid have been satisfied or waived;
 - (ii) in the case of a bid acceptance facility established in connection with a Takeover Bid, holders of at least half of the Shares that are not Escrowed Shares that are the subject of the Takeover Bid have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; and
 - (iii) in the case of a merger or acquisition by scheme of arrangement under Part 5.1 of the Corporations Act, the scheme of arrangement has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid or scheme of arrangement described in clause 1.3(a), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply;

- (b) a dealing required by applicable law (including an order of a court of competent jurisdiction); or
- (c) the Holder to transfer the Voluntary Escrow Shares to a Nominee on terms in which the Nominee agrees in writing with the Company before the transfer to be bound by the terms of this deed and do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause 1.3(c) including, without limitation, an agreement containing terms identical to this deed.

1.4 Notice

If the Holder or Controller (if any) becomes aware:

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

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

1.5 Settlement of Warranty Claims

During the Escrow Period the relevant number of Consideration Shares will be released from the restrictions in clauses 1.1 and 1.2 to the extent required to enable Consideration

Shares to be transferred to the Company in settlement of any warranty claim in accordance with the terms of the Agreement.

2 Warranties

2.1 Giving of warranties

Each of the warranties and representations in this clause 2 is given in favour of the Company as at the date of this deed.

The warranties and representations in this clause 2 are given in respect of any and all Voluntary Escrow Shares which the Holder holds and the Controller (if any) has Controller Interests (if any) in from time to time during the relevant Escrow Period, including as a result of a permitted dealing in accordance with clause 1.3 of this deed.

2.2 Warranties of Holder and Controller

Each of the Holder and the Controller (if any) jointly and severally warrant and represent the following:

- (a) Before the relevant Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 1 of this deed if done or omitted during the relevant Escrow Period.
- (b) The Holder holds the Consideration Shares and the Controller (if any) holds the Controller Interests (if any) set out in item 4 of Schedule 4.
- (c) The Consideration Shares and the Controller Interests (if any) are free from all encumbrances and other third party Interests other than the Permitted Security Interest.
- (d) It has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller (if any) has entered into this deed as a trustee (Trustee), under the trust deed for the relevant trust (Trust)).
- (e) It has taken all necessary action to authorise its execution, delivery and performance of this deed in accordance with its terms.
- (f) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (g) If the Holder or Controller (if any) 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.
- (h) If the Holder or Controller (if any) is a Trustee:
 - (i) the Holder or Controller (if any) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full

and the Holder or Controller (if any) has not released or disposed of its equitable lien over that trust; and

- (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettlement the Trust.
- (i) The execution, delivery and performance by the Holder or Controller (if any) of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller (if any) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

2.3 Breach of warranties

A breach of any of the warranties in clause 2 is a breach of the terms of this deed.

3 Orderly sell down

3.1 Orderly sell down

The Holders and the Controller (if any) agree that following the expiry of the relevant Escrow Period, if they wish to carry out any sale or transfer of Consideration Shares, they will do so in a manner that promotes an orderly market for Shares.

4 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 1, nothing in this deed restricts the Holder or the Controller (if any) from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder or the Controller (if any) of, the Voluntary Escrow Shares, including without limitation by:

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

5 Breach

5.1 Prevention of anticipated breach

If it appears to the Company that the Holder or a Controller (if any) may breach this deed, the Company may take any steps necessary to prevent the breach, or to enforce the deed as soon as it becomes aware of the potential breach.

5.2 Consequences of breach

- (a) If the Holder or a Controller (if any) breaches this deed, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach; and
 - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 1.1 or clause 1.2 and each of the Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligations under clause 1.1 or clause 1.2 (as applicable) without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Amendment

This deed can only be amended or replaced by another deed executed by the parties.

7 General

7.1 Governing Law

- (a) This deed is governed by the laws of Western Australia, Australia.
- (b) Each party submits to the non exclusive jurisdiction of the courts of Western Australia, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed.
- (c) Each of the parties to this deed irrevocably waives:
 - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
 - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

7.2 Further assurances

Each party must do all things and execute all further documents reasonably requested by another party to give full effect to this deed.

7.3 Counterparts

This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

7.4 Time of Essence

Time is of the essence to this deed.

7.5 Notice

A notice or other communication given under this deed:

- (a) must be in legible writing and in English;
- (b) must be signed by a person duly authorised by the sender; and
- (c) must be addressed to the addressee at the address, email address or facsimile number set out below or to any other address or facsimile number a party notifies to the other under this clause:

- (i) if to the Company:

Wolfstrike Rentals Group Ltd
Level 32, 101 Miller Street,
NORTH SYDNEY, NSW, AUSTRALIA, 2060
Attention: the Company Secretary
Fax: +61 8 9367 8812
Email: ian@wolfstrike.net

- (ii) if to the Holder or a Controller:

c/- FE Bond No. 1 Limited
Level 8
92 Albert Street
Auckland

Attention: TK Shim
Email: tkshim@fei.co.nz

- (d) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;
- (ii) if by post, three Business Days from and including the date of postage;
- (iii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report confirming that the facsimile has been sent in full generated by the machine from which the facsimile was sent; or
- (iv) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

- (e) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 4 hours after the transmission is received or regarded as received under clause 7.5(d)(iii) and informs the sender that it is not legible.

Schedule 1 Dictionary

The following definitions apply in this deed.

Agreement means the agreement for sale and purchase of all of the shares in FE Investments Limited dated 29 November 2016.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia, Australia.

Consideration Shares means Tranche 1 Consideration Shares and the Tranche 2 Consideration Shares issued or to be issued to the Holder pursuant to the Agreement.

Controller Interests means the securities, substantial economic interest or other interests in the Voluntary Escrow Shares full particulars of which are set out in Item 4 of Schedule 4 (if any).

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

Dispose includes:

- (a) the meaning given by the ASX Listing Rules; and
- (b) in relation to any Voluntary Escrow Shares, to:
 - (i) sell, assign, transfer or otherwise dispose of the Voluntary Escrow Shares;
 - (ii) encumber or grant a security interest over the Voluntary Escrow Shares;
 - (iii) grant or exercise an option in respect of any Voluntary Escrow Shares;
 - (iv) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any of the Voluntary Escrow Shares; or
 - (v) agree to do any of those things.

Escrow Period means the period for which Voluntary Escrow Shares shall be escrowed, as set out in Section 1.1.

Nominee means a related body corporate (as defined in the Corporations Act) of the Holder.

Permitted Security Interest means a first ranking security interest over the Consideration Shares granted by the Holder in favour of Yvonne Yuet Fong Tang.

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

Takeover Bid has the meaning given to that term in the Corporations Act.

Tranche 1 Consideration Shares means 44,550,000 Shares to be issued to the Holder under the Agreement.

Tranche 1 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Tranche 2 Consideration Shares means 15,296,829 Shares to be issued to the Holder under the Agreement (to the extent that such Shares are actually issued to the Holder under the terms of the Agreement).

Tranche 2 Issue Date means the date the Tranche 2 Consideration Shares are issued.

Trust has the meaning given in clause 2.2(d).

Trustee has the meaning given in clause 2.2(d).

Voluntary Escrow Shares means the Consideration Shares subject to escrow, as set out in Section 1.1.

Schedule 2 Rules for interpreting this deed

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.
- (b) Other than as expressly provided, a term or expression starting with a capital letter which is defined in the ASX Listing Rules, but is not defined in the Dictionary, has the meaning given to it in the ASX Listing Rules.
- (c) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this deed or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) The expression 'this deed' includes the agreement, arrangement, understanding or transaction recorded in this deed.

Schedule 3 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party, then unless otherwise specified in this deed:

- (a) an obligation of those persons is several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

Schedule 4 Details

1 Company name and address

Wolfstrike Rentals Group Ltd(ACN 009 248 720)

Level 32, 101 Miller Street, NORTH SYDNEY, NSW, AUSTRALIA, 2060

2 Holder's name and address

FE Bond No. 1 Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.

3 Controller's name and address

First Eastern Holdings Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.

4 Particulars of Controller Interests (if any)

First Eastern Holdings Limited is the legal and beneficial owner of 100% of the issued share capital in the Holder.

Execution page

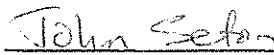
Executed as a Deed

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney

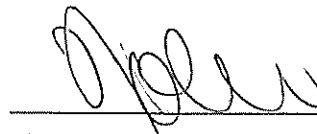
Signed, sealed and delivered by **Wolfstrike Rentals Group Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



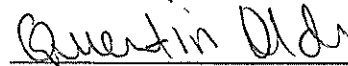
Signature of director



Name of director (print)

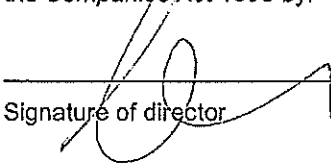


Signature of director/secretary




Name of director/secretary (print)

Signed, sealed and delivered by **FE Bond No. 1 Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director



Name of director (print)

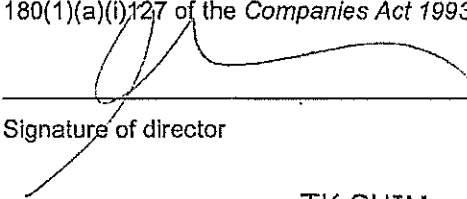


Signature of director/secretary



Name of director/secretary (print)

Signed, sealed and delivered by **First Eastern Holdings Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



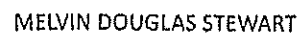
Signature of director



Name of director (print)



Signature of director/secretary



Name of director/secretary (print)

Voluntary Escrow Deed

Wolfstrike Rentals Group Ltd (ACN 107 745 095)

Equity No 8 Limited

First Eastern Holdings Limited

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Date: 6 June 2017

Parties

- 1 The party named in item 1 of Schedule 4(Company)
- 2 Each party named in Item 2 of Schedule 4(Holder)
- 3 Each party named in item 3 of Schedule 4(Controller)

Recitals

- A The Company intends to issue the Consideration Shares to the Holder as consideration pursuant to the Agreement.
- B The Holder is controlled by the Controller.
- C The Holder agrees to the escrow provisions in respect the Consideration Shares pursuant to, and the Controller agrees to be bound by, the terms of this deed.

The parties agree

1 Escrow Restrictions

1.1 Voluntary Escrow Shares

Subject to clause 1.3, during each Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, any number of Consideration Shares subject to voluntary escrow for that Escrow Period (**Voluntary Escrow Shares**), without the prior written consent of the Company. The number of Voluntary Escrow Shares for each Escrow Period is set out below:

Escrow Period	Voluntary Escrow Shares
24 months from the Tranche 1 Issue Date (Tranche 1 Escrow Period)	Tranche 1 Consideration Shares
24 months from the Tranche 2 Issue Date (Tranche 2 Escrow Period)	Tranche 2 Consideration Shares

1.2 Controller Interests

Subject to clause 1.3, during the Escrow Periods, a Controller (if any) must not Dispose of, or agree or offer to Dispose of, any Controller Interests in respect of the relevant Voluntary Escrow Shares for that Escrow Period, without the prior written consent of the Company.

1.3 Exception

The restrictions set out in clauses 1.1 and 1.2 do not apply to the extent necessary to allow:

- (a) the Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares, or to enable the Holder to tender any of its Voluntary Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid or to vote the Voluntary Escrow Shares in relation to, and enable the Voluntary

Escrow Shares to be transferred or cancelled as part of, an acquisition or merger by scheme of arrangement under Part 5.1 of the Corporations Act, if:

- (i) in the case of a Takeover Bid, holders of at least half of the Shares that are not subject to voluntary escrow arrangements (**Escrowed Shares**) that are the subject of the Takeover Bid have accepted and the Takeover Bid is unconditional or all conditions to the Takeover Bid have been satisfied or waived;
- (ii) in the case of a bid acceptance facility established in connection with a Takeover Bid, holders of at least half of the Shares that are not Escrowed Shares that are the subject of the Takeover Bid have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; and
- (iii) in the case of a merger or acquisition by scheme of arrangement under Part 5.1 of the Corporations Act, the scheme of arrangement has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid or scheme of arrangement described in clause 1.3(a), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply;

- (b) a dealing required by applicable law (including an order of a court of competent jurisdiction); or
- (c) the Holder to transfer the Voluntary Escrow Shares to a Nominee on terms in which the Nominee agrees in writing with the Company before the transfer to be bound by the terms of this deed and do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause 1.3(c) including, without limitation, an agreement containing terms identical to this deed.

1.4 Notice

If the Holder or Controller (if any) becomes aware:

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

it must notify the Company as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

1.5 Settlement of Warranty Claims

During the Escrow Period the relevant number of Consideration Shares will be released from the restrictions in clauses 1.1 and 1.2 to the extent required to enable Consideration Shares to be transferred to the Company in settlement of any warranty claim in accordance with the terms of the Agreement.

2 Warranties

2.1 Giving of warranties

Each of the warranties and representations in this clause 2 is given in favour of the Company as at the date of this deed.

The warranties and representations in this clause 2 are given in respect of any and all Voluntary Escrow Shares which the Holder holds and the Controller (if any) has Controller Interests (if any) in from time to time during the relevant Escrow Period, including as a result of a permitted dealing in accordance with clause 1.3 of this deed.

2.2 Warranties of Holder and Controller

Each of the Holder and the Controller (if any) jointly and severally warrant and represent the following:

- (a) Before the relevant Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 1 of this deed if done or omitted during the relevant Escrow Period.
- (b) The Holder holds the Consideration Shares and the Controller (if any) holds the Controller Interests (if any) set out in item 4 of Schedule 4.
- (c) The Consideration Shares and the Controller Interests (if any) are free from all encumbrances and other third party interests.
- (d) It has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller (if any) has entered into this deed as a trustee (Trustee), under the trust deed for the relevant trust (Trust)).
- (e) It has taken all necessary action to authorise its execution, delivery and performance of this deed in accordance with its terms.
- (f) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (g) If the Holder or Controller (if any) 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.
- (h) If the Holder or Controller (if any) is a Trustee:
 - (i) the Holder or Controller (if any) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller (if any) has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resetttle the Trust.

- (i) The execution, delivery and performance by the Holder or Controller (if any) of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller (if any) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

2.3 Breach of warranties

A breach of any of the warranties in clause 2 is a breach of the terms of this deed.

3 Orderly sell down

3.1 Orderly sell down

The Holders and the Controller (if any) agree that following the expiry of the relevant Escrow Period, if they wish to carry out any sale or transfer of Consideration Shares, they will do so in a manner that promotes an orderly market for Shares.

4 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 1, nothing in this deed restricts the Holder or the Controller (if any) from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder or the Controller (if any) of, the Voluntary Escrow Shares, including without limitation by:

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

5 Breach

5.1 Prevention of anticipated breach

If it appears to the Company that the Holder or a Controller (if any) may breach this deed, the Company may take any steps necessary to prevent the breach, or to enforce the deed as soon as it becomes aware of the potential breach.

5.2 Consequences of breach

- (a) If the Holder or a Controller (if any) breaches this deed, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach; and

- (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 1.1 or clause 1.2 and each of the Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligations under clause 1.1 or clause 1.2 (as applicable) without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Amendment

This deed can only be amended or replaced by another deed executed by the parties.

7 General

7.1 Governing Law

- (a) This deed is governed by the laws of Western Australia, Australia.
- (b) Each party submits to the non exclusive jurisdiction of the courts of Western Australia, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed.
- (c) Each of the parties to this deed irrevocably waives:
 - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
 - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

7.2 Further assurances

Each party must do all things and execute all further documents reasonably requested by another party to give full effect to this deed.

7.3 Counterparts

This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

7.4 Time of Essence

Time is of the essence to this deed.

7.5 Notice

A notice or other communication given under this deed:

- (a) must be in legible writing and in English;

- (b) must be signed by a person duly authorised by the sender; and
- (c) must be addressed to the addressee at the address, email address or facsimile number set out below or to any other address or facsimile number a party notifies to the other under this clause:

- (i) if to the Company:

Wolfstrike Rentals Group Ltd
Level 32, 101 Miller Street,
NORTH SYDNEY, NSW, AUSTRALIA, 2060
Attention: the Company Secretary
Fax: +61 8 9367 8812
Email: ian@wolfstrike.net

- (ii) if to the Holder or a Controller:

c/- Equity No 8 Limited
Level 8
92 Albert Street
Auckland

Attention: TK Shim
Email: tkshim@fel.co.nz

- (d) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;
 - (ii) if by post, three Business Days from and including the date of postage;
 - (iii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report confirming that the facsimile has been sent in full generated by the machine from which the facsimile was sent; or
 - (iv) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

- (e) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 4 hours after the transmission is received or regarded as received under clause 7.5(d)(iii) and informs the sender that it is not legible.

Schedule 1 Dictionary

The following definitions apply in this deed.

Agreement means the agreement for sale and purchase of all of the shares in FE Investments Limited dated 29 November 2016.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia, Australia.

Consideration Shares means Tranche 1 Consideration Shares and the Tranche 2 Consideration Shares issued or to be issued to the Holder pursuant to the Agreement.

Controller Interests means the securities, substantial economic interest or other interests in the Voluntary Escrow Shares full particulars of which are set out in item 4 of Schedule 4 (if any).

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

Dispose includes:

- (a) the meaning given by the ASX Listing Rules; and
- (b) in relation to any Voluntary Escrow Shares, to:
 - (i) sell, assign, transfer or otherwise dispose of the Voluntary Escrow Shares;
 - (ii) encumber or grant a security interest over the Voluntary Escrow Shares;
 - (iii) grant or exercise an option in respect of any Voluntary Escrow Shares;
 - (iv) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any of the Voluntary Escrow Shares; or
 - (v) agree to do any of those things.

Escrow Period means the period for which Voluntary Escrow Shares shall be escrowed, as set out in Section 1.1.

Nominee means a related body corporate (as defined in the Corporations Act) of the Holder.

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

Takeover Bid has the meaning given to that term in the Corporations Act.

Tranche 1 Consideration Shares means 40,260,000 Shares to be issued to the Holder under the Agreement.

Tranche 1 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Tranche 2 Consideration Shares means 13,823,801 Shares to be issued to the Holder under the Agreement (to the extent that such Shares are actually issued to the Holder under the terms of the Agreement).

Tranche 2 Issue Date means the date the Tranche 1 Consideration Shares are issued.

Trust has the meaning given in clause 2.2(d).

Trustee has the meaning given in clause 2.2(d).

Voluntary Escrow Shares means the Consideration Shares subject to escrow, as set out in Section 1.1.

Schedule 2 Rules for interpreting this deed

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.
- (b) Other than as expressly provided, a term or expression starting with a capital letter which is defined in the ASX Listing Rules, but is not defined in the Dictionary, has the meaning given to it in the ASX Listing Rules.
- (c) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this deed or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) The expression 'this deed' includes the agreement, arrangement, understanding or transaction recorded in this deed.

Schedule 3 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party, then unless otherwise specified in this deed:

- (a) an obligation of those persons is several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

Schedule 4 Details

1 Company name and address

Wolfstrike Rentals Group Ltd(ACN 009 248 720)

Level 32, 101 Miller Street, NORTH SYDNEY, NSW, AUSTRALIA, 2060

2 Holder's name and address

Equity No 8 Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.

3 Controller's name and address

First Eastern Holdings Limited of Level 8, 92 Albert Street, Auckland, 1010 , New Zealand.

4 Particulars of Controller Interests (if any)

First Eastern Holdings Limited is the legal and beneficial owner of 100% of the issued share capital in the Holder.

Execution page

Executed as a Deed

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney

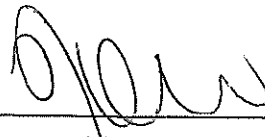
Signed, sealed and delivered by **Wolfstrike Rentals Group Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



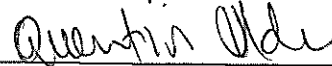
Signature of director



Name of director (print)

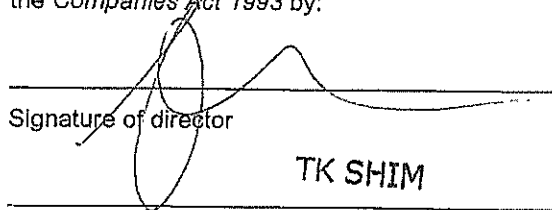


Signature of director/secretary



Name of director/secretary (print)

Signed, sealed and delivered by **Equity No 8 Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:



Signature of director

TK SHIM

Name of director (print)



Signature of director/secretary

MELVIN DOUGLAS STEWART

Name of director/secretary (print)

Signed, sealed and delivered by **First Eastern Holdings Limited** in accordance with section 180(1)(a)(i) of the *Companies Act 1993* by:

Signature of director

TK SHIM

Signature of director/secretary

MELVIN DOUGLAS STEWART

Name of director (print)

Name of director/secretary (print)

THE PARTIES NAMED IN SCHEDULE 1

Vendors

and

WOLFSTRIKE RENTALS GROUP LIMITED

Purchaser

**DEED RELATING TO THE EARLY ISSUE OF CERTAIN EARN-OUT
SHARES**

CLAYMORE PARTNERS LIMITED
BARRISTERS & SOLICITORS
AUCKLAND
WWW.CLAYMORE.CO.NZ

CLAYMORE

DEED dated

8 June

2017

PARTIES

1. THE PARTIES NAMED IN SCHEDULE 1 (jointly and severally the "Vendors" and each a "Vendor").
2. WOLFSTRIKE RENTALS GROUP LIMITED (ACN 107 745 095) (the "Purchaser").

BACKGROUND

- A. The Vendors and the Purchaser are party to a sale and purchase agreement dated 29 November 2016 pursuant to which the Purchaser agreed to acquire all of the shares in FE Investments Limited (the "SPA").
- B. Under the SPA the Vendors are entitled to receive Earn-Out Shares (as defined in the SPA) subject to, and in accordance with, clause 5.2 of the SPA. The Purchaser has agreed to issue certain Earn-Out Shares to the Vendors earlier than required under clause 5.2 of the SPA and the parties have agreed to enter into this deed to record the terms on which such Earn-Out Shares will be issued.

THE PARTIES AGREE**1. Definitions and Interpretation**

- 1.1 Unless the context otherwise requires terms used in this deed (which are not otherwise defined herein) are to have the same meaning as set out in the SPA.

2. Early Issue of Earn-Out Shares

- 2.1 Within 2 Business Days of the date of this deed the Purchaser will issue to the Vendors, in the allocations specified in Schedule 1, 300,000,000 fully paid ordinary shares in the Purchaser such that the Vendors will, in aggregate, hold approximately 51% of the issued shares in the Purchaser immediately following such issue. The Vendors acknowledge and agree that the shares to be issued to the Vendors under this clause are issued in part consideration for the Purchaser's obligation to issue Earn-Out Shares under clause 5.2 of the SPA and that the entitlement of the Vendors to receive Earn-Out Shares under clause 5.2 of the SPA will be adjusted accordingly.

3. Warranties

In part consideration for the Purchaser agreeing to enter into this deed, the Vendors warrant and represent in favour of the Purchaser that the 2017 Management Accounts (as attached hereto) were prepared in accordance with NZ GAAP (as defined in the SPA) consistently applied and in all material respects give a true and fair view of the revenue, expenses and earnings before depreciation, amortisation and tax of the Company for the year ended 31 March 2017.

4. General

- 4.1 **General:** Clauses 14.3, 14.5, 14.7, 14.8, 14.9, 14.11 and 14.12 of the SPA shall apply to this deed as if they were set out in full herein.

EXECUTED AND DELIVERED AS A DEED

SIGNED and DELIVERED as a DEED
by FIRST EASTERN HOLDINGS
LIMITED as Vendor by two of its directors:

Director's Signature

MELVIN DOUGLAS STEWART

Print Name

Director's Signature

Print Name

SIGNED and DELIVERED as a DEED
by PARKIRI LIMITED as Vendor
by its sole director in the presence of:

Witness Signature

Witness Name

Occupation

Address

Nicholas St Clair Harvey

authorised agent of Nicholas Harvey
Morris Ritchie.

SIGNED and DELIVERED as a DEED
by FE CONVERTIBLE BOND NO. 81
LIMITED as Vendor by two of its directors:

Director's Signature

MELVIN DOUGLAS STEWART

Print Name

Director's Signature

Print Name

SIGNED and DELIVERED as a DEED

by FE BOND NO.1 LIMITED
as Vendor by two of its directors:

Director's Signature

MELVIN DOUGLAS STEWART

Print Name

Director's Signature

Print Name

SIGNED and DELIVERED as a DEED
by EQUITY NO 8 LIMITED
as Vendor by two of its directors:

Director's Signature

MELVIN DOUGLAS STEWART

Print Name

Director's Signature

Print Name

SIGNED and DELIVERED as a DEED
by FE EQUITY LIMITED
as Vendor by two of its directors:

Director's Signature

MELVIN DOUGLAS STEWART

Print Name

Director's Signature

Print Name

SIGNED and DELIVERED as a DEED
by FE CONVERTIBLE BOND NO. 82
LIMITED as Vendor by two of its directors:

Director's Signature

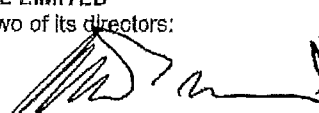
MELVIN DOUGLAS STEWART

Print Name

Director's Signature

Print Name

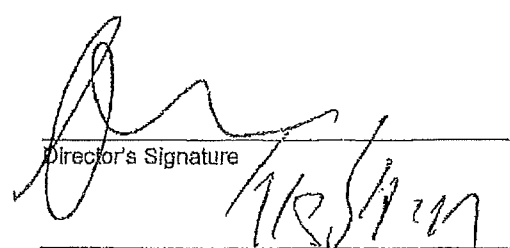
SIGNED and DELIVERED as a DEED)
by FE CAPITAL LIMITED)
as Vendor by two of its directors:)



Director's Signature

MELVIN DOUGLAS STEWART

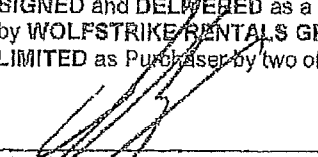
Print Name



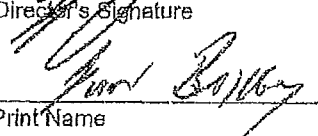
Director's Signature

Print Name

SIGNED and DELIVERED as a DEED)
by WOLFSTRIKE RENTALS GROUP)
LIMITED as Purchaser by two of its directors:)



Director's Signature



Print Name

Director's Signature

Print Name

SIGNED and DELIVERED as a DEED)
by FE CAPITAL LIMITED)
 as Vendor by two of its directors:)


 Director's Signature

 Director's Signature

 Print Name

 Print Name


SIGNED and DELIVERED as a DEED)
by WOLFSTRIKE RENTALS GROUP)
LIMITED as Purchaser by two of its directors:)



 Director's Signature

John Sefon

 Print Name



 Director's Signature



Fred Bailey

 Print Name

SCHEDULE 1

Vendors and Share Allocations

Vendor	Early Earn-Out Shares to be Issued
First Eastern Holdings Limited	123,840,000 to First Eastern Holdings Limited and 123,840,000 to Romulus Group Limited
Parkiri Limited	12,390,000
FE Convertible Bond No. 81 Limited	12,000,000
FE Bond No.1 Limited	8,100,000
Equity No 8 Limited	7,320,000
FE Equity Limited	7,110,000
FE Convertible Bond No. 82 Limited	3,990,000
First Eastern Capital Limited	1,410,000

Appendix
2017 Management Accounts

[Handwritten signature]