

# Form 603

Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme Mader Group Limited

ACN/ARSN 159 340 397

### 1. Details of substantial holder (1)

Name Mader Group Limited

ACN/ARSN (if applicable) 159 340 397

The holder became a substantial holder on 24 / 9 / 19 \*

### 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	Persons' votes (5)	Voting power (6)
Ordinary fully paid shares ( <b>Shares</b> )	150,000,000	150,000,000	75%

### 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
Mader Group Limited	<p>Mader Group Limited has entered into voluntary escrow deeds (<b>Escrow Arrangements</b>) with its existing shareholders Luke Mader, Amy Mader, Maidment Bridge Farm Investments Pty Ltd and Skye Alba Pty Ltd (<b>Escrowed Shareholders</b>) with respect to all of the shares held by the Escrowed Shareholders (<b>Escrowed Shares</b>), as disclosed in the prospectus dated 16 August 2019 issued by Mader Group Limited and Mader SaleCo Pty Ltd.</p> <p>Under the Escrow Arrangements, Mader Group Limited has the power to restrict the disposal of the Escrowed Shares. Accordingly, Mader Group Limited has a relevant interest in the Escrowed Shares pursuant section 608(1)(c) of the Corporations Act.</p> <p>Mader Group Limited has no right to acquire the Escrowed Shares or to control or exercise the voting rights attaching to the Escrowed Shares.</p> <p>The form of the Escrow Arrangements is set out in Annexure A to this form.</p>	150,000,000 Shares

### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Mader Group Limited	Luke Mader	Luke Mader	42,500,000 Shares
Mader Group Limited	Amy Mader	Amy Mader	5,750,000 Shares
Mader Group Limited	Maidment Bridge Farm Investments Pty Ltd	Maidment Bridge Farm Investments Pty Ltd	63,750,000 Shares
Mader Group Limited	Skye Alba Pty Ltd	Skye Alba Pty Ltd	38,000,000 Shares

\* This is the date on which the escrow period commenced pursuant to Escrow Arrangements. Refer to the form of the Escrow Arrangements set out in Annexure A to this for further details.

## 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	
Mader Group Limited	24/09/2019	Nil	Nil	150,000,000 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
Not applicable	

## 7. Addresses

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

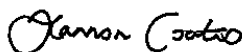
Name	Address
Mader Group Limited	'Hkew Alpha Building' Suite A1, 2 George Wiencke Drive, Perth Airport WA 6105
Luke Mader	25 Bridgewater Close, Quindalup WA 6281
Amy Mader	25 Bridgewater Close, Quindalup WA 6281
Maidment Bridge Farm Investments Pty Ltd	'AMD House' Unit 1, 28-30 Wellington Street, Bunbury WA 6230
Skye Alba Pty Ltd	102 Forrest Street, Cottesloe WA 6011

## Signature

print name Shannon Coates

capacity Company Secretary

sign here



date 24 / 09 / 2019

## DIRECTIONS

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

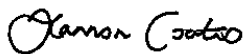
See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all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

## Annexure A

This is the annexure of 14 pages marked "A" mentioned in the ASIC Form 603 – Notice of Initial Substantial Holder signed by me and dated 24 September 2019.

**Signed on behalf of Mader Group Limited (ACN 159 340 397):**

**Signature:**



**Name:**

Shannon Coates

**Capacity:**

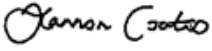
Company Secretary

**Date:**

24 September 2019

**MADER GROUP LIMITED**  
**ACN 159 340 397**

This is Annexure "A" of 15 pages as referred to in Form 603 – Notice of initial substantial holder

Signed:  .....

Name: Shannon Coates .....

Dated: 24 September 2019 .....



## **Voluntary Escrow Deed**

**Mader Group Limited ACN 159 340 397**  
Entity

**Each of the parties in Item 2 of the Schedule**  
Holder

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**This Deed** is made this                      day of                      2019.

Parties	The party in Item 1 of the Schedule ( <b>Entity</b> )
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and

Each of the parties in Item 2 of the Schedule (**Holder**)

## Recitals

- A. The Holder is, or will become, the legal and beneficial holder of the Restricted Securities.
- B. The Holder has agreed to hold the Restricted Securities as set out in this Deed.

**This Deed provides**

## 1. Definitions and Interpretation

## 1.1 Definitions

In this Deed:

**Allotment Date** means the date Entity Shares are issued or transferred pursuant to the Prospectus.

**ASX** means ASX Limited (ABN 98 008 624 691).

**ASX Listing Rules** means the listing rules of the ASX.

**ASX Settlement Operating Rules** means the ASX Settlement Operating Rules published by the ASX, as in operation on the date of this Deed.

**Business Day** has the meaning set out in the ASX Listing Rules.

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

**Deal** in respect of any Restricted Securities, means to, directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security;
- (b) create, or agree to offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security;
- (c) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Security;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or
- (e) agree to do any of the things in paragraphs (a) to (d) above,

and **Dealing** has a corresponding meaning.

**Deed** means the deed constituted by this document.

**Dispose** has the meaning given to that term in the ASX Listing Rules.

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

**Escrow Period** means the period commencing on and from the Allotment Date and ending on the date set out in Item 3 of the Schedule.

**Holding Lock** has the meaning set out in the ASX Settlement Operating Rules.

**Prospectus** means the prospectus to be issued by the Entity and SaleCo for an offer of Entity Shares dated on or about 15 August 2019 and lodged with ASIC on that date.

**Restricted Securities** means the securities set out in Item 4 of the Schedule.

**SaleCo** means Mader SaleCo Pty Ltd (ACN 629 771 982).

**Security Interest** means an interest or power:

- (a) reserved in or over an interest in any securities including, but not limited to, any retention of title;
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and

any agreement to grant or create any interest or power referred to in paragraph (a) or (b) above.

**Share Registry** means the entity engaged by the Entity from time to time to maintain the register of members.

**Takeover Bid** means a takeover bid for some or all of the fully paid ordinary shares in the capital of the Entity under Chapter 6 of the Corporations Act.

## 1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;



- (e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses or schedules are references to parties, clauses or schedules to or of this Deed, and a reference to this Deed includes any schedule to this Deed;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (j) the word 'includes' in any form is not a word of limitation.

### 1.3 Compliance with ASX Listing Rules

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

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

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## 2. Escrow Restrictions

### 2.1 Escrow Restrictions

- (a) Subject to clause 2.2, during the Escrow Period the Holder must not Deal in the Restricted Securities.
- (b) The parties acknowledge that, during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

## 2.2 Exceptions

- (a) Clause 2.1 will cease to apply to the extent necessary to allow:
- (i) the Holder to accept an offer made under a Takeover Bid for any of its Restricted Securities, provided that holders of not less than 50% of the bid class securities in the capital of the Entity (excluding the Restricted Securities and any other securities in the Entity that are escrowed pursuant to an agreement between the Entity and any of its security holders, to which the Takeover Bid relates) have accepted the Takeover Bid;
  - (ii) the Holder to tender any of its Restricted Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of the bid class securities in the capital of the Entity (excluding the Restricted Securities) have either accepted the Takeover Bid or tendered (and not withdrawn) their securities into the bid acceptance facility; or
  - (iii) transfer or cancel the Restricted Securities as part of a merger or an acquisition of the share capital of the Entity being implemented by way of a scheme of arrangement under Part 5.1 of the Corporations Act which has received all necessary approvals, including all such necessary approvals by shareholders of the Entity and courts,
- provided that, if for any reason any or all Restricted Securities are not transferred or cancelled in accordance with a Takeover Bid, (including because the Takeover Bid does not become unconditional or all conditions to the Takeover Bid have not been satisfied or waived) or scheme of arrangement described above, then the Holder agrees that the restrictions applying to the Restricted Securities under this Deed (including under clause 2.1) will continue to apply and without limiting the foregoing, the Holding Lock will be re-applied to all Restricted Securities not so transferred or cancelled.
- (b) Clause 2.1 will also cease to apply to the extent necessary to allow a Dealing in the Restricted Securities during the Escrow Period:
- (i) pursuant to any applicable laws (including an order of a court of competent jurisdiction);
  - (ii) on the death or incapacity of the Holder, provided that the transferee of the Restricted Securities has agreed to be bound by a deed on substantially the same terms as this document in respect of the Restricted Securities;
  - (iii) to allow the Holder to participate in an equal access share buyback or an equal capital return or other similar pro-rata reorganisation; or
  - (iv) between the Holder and an associate of the Holder (including a trustee of a family trust) subject to the associate executing a deed on the same terms as this Deed.
- (c) During the Escrow Period, the Holder may grant a Security Interest over any (or all) of the Restricted Securities to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

- (i) the Security Interest does not in any way constitute a direct or indirect disposal of (or Dealing in, other than for paragraph (b) of the definition of Dealing) the economic interests, or a decrease of an economic interest, that the Holder has in any of its Restricted Securities;
- (ii) no Restricted Securities are to be transferred or delivered to the Financial Institution or to any other person in connection with the Security Interest; and
- (iii) the Financial Institution agrees that the Restricted Securities are to remain in escrow and be subject to the terms of this Deed as if the Financial Institution were a party to this Deed.

### 2.3 Other Restrictions

The Holder acknowledges and agrees that this Deed does not supersede, vary or otherwise limit, and is in addition to, any other restrictions applying to the Holder in relation to the Restricted Securities, including:

- (a) any similar or other escrow restrictions imposed by ASX in relation to the Restricted Securities; or
- (b) any restrictions at law, under statute or under any other agreement, arrangement or understanding.

### 2.4 Notice

If the Holder becomes aware:

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

it must notify the Entity as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

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## 3. Holding Lock

- (a) Subject to clause 2.2, during the Escrow Period:
  - (i) the Restricted Securities will be held on the Entity's issuer sponsored sub-register;
  - (ii) the Restricted Securities will be subject to a Holding Lock and the Holder agrees to the application of such Holding Lock;
  - (iii) the Entity may apply, or may ask the Share Registry to apply, the Holding Lock to prevent a transfer of the Restricted Securities, including by:
    - (A) requesting the Share Registry to apply the Holding Lock; or
    - (B) refusing to register a paper-based transfer document in respect of the Restricted Securities;

- (iv) the Holding Lock may only be removed in the unfettered absolute discretion of the Entity or by order of a Court; and
- (v) the Entity may:
  - (A) identify on its register of members the Restricted Securities as securities restricted from dealing under this Deed; and
  - (B) procure statements issued in relation to the Restricted Securities from time to time to indicate that the Restricted Securities are restricted from Dealing under the terms of this Deed.
- (b) The Entity do all things necessary to ensure that the Holding Lock is released:
  - (i) to the extent necessary to permit disposals of Restricted Securities permitted under this Deed; and
  - (ii) in full at the end of the Escrow Period,

including notifying ASX that the Restricted Securities will be released from the Holding Lock, in accordance with the timing requirements set out in ASX Listing Rule 3.10A, and otherwise in accordance with clause 2.2.

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## **4. Consequences of Breach or Possible Breach**

### **4.1 Prevention of breach**

If it appears to the Entity that the Holder may breach this Deed, the Entity may take all steps necessary to prevent the breach or to enforce this Deed.

### **4.2 Consequence of breach**

- (a) The Parties agree that damages for breach of any obligations in relation to this Deed are inadequate and a Party is entitled to specific performance, injunctive relief or both.
- (b) If the Holder breaches this Deed, each of the following applies:
  - (i) the Entity may take the steps necessary to enforce the Deed or to rectify the breach; and
  - (ii) the Entity may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.

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## **5. Holder acknowledgments, undertakings and warranties**

The Holder:

- (a) represents and warrants that it has not before the date of this Deed done nor omitted to do any act which would breach clause 2.1 if it had been done or omitted to be done after the date of this Deed;

- (b) if the Entity is or becomes admitted to the Official List of ASX, undertakes that if it Deals in any of the Restricted Securities in breach of the provisions of this Deed, the Holder will, within three Business Days of the Dealing, purchase on market, subject to clause 5(c), the number of Entity Shares that equal the number of the Restricted Securities (or the Entity Shares underlying the Restricted Securities) the subject of the Dealing;
- (c) is not required to acquire the Entity Shares under clause 5(b) to the extent that such acquisition would result in a breach of the Corporations Act;
- (d) undertakes not to make any public announcement or disclosures in relation to this Deed or information of which it has become aware in relation to this Deed unless it first consults with and obtains the prior written agreement of the Entity, provided that the Holder may make any disclosure required to be made by law or to a regulatory or supervisory authority;
- (e) acknowledges that the Entity may be required to make public announcements or disclosures in relation to this Deed or information of which it has become aware in relation to this Deed from time to time as required by the ASX Listing Rules; and
- (f) represents and warrants that:
  - (i) 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 has entered into this Deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
  - (ii) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
  - (iii) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
  - (iv) the execution, delivery and performance by it of this Deed does not and will not violate, breach or result in a contravention of:
    - (A) any applicable law, regulation or authorisation;
    - (B) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
    - (C) any agreement, undertaking, Security Interest or document which is binding on it;
  - (v) subject to clause 2.2(c), the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
  - (vi) the Holder holds the Restricted Securities; and
  - (vii) the Restricted Securities are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Entity.

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## **6. Exercise of rights attaching to Restricted Securities**

### **6.1 Votes attaching to Restricted Securities**

The parties acknowledge that, during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

### **6.2 Dividends and distributions on Restricted Securities**

Subject to any specific restrictions in this Deed, the escrow restrictions in this Deed do not impair any right of the Holder to:

- (a) receive a dividend or other distribution on the Restricted Securities; or
- (b) elect the form and manner in which the dividend or other distribution on the Restricted Securities is paid.

### **6.3 Exercise of rights attaching to Restricted Securities**

Subject to any specific restrictions in this Deed, the escrow restrictions in this Deed do not impair any right of the Holder to exercise a right attaching to a Restricted Security that entitles the Holder to purchase or otherwise acquire another security or to exchange or convert a Restricted Security into another security.

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## **7. Termination**

- (a) This Deed terminates on the expiry of the Escrow Period unless terminated earlier in accordance with its terms.
- (b) The Entity may terminate this Deed at any time by giving the Holder written notice to that effect.
- (c) Either Party may terminate this Deed at any time if the Entity is not admitted to the Official List of ASX by 31 December 2019.

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## **8. General**

### **8.1 Notices**

Any notice or other communication under or in connection with this Deed:

- (a) must be in writing;
- (b) must be addressed to the Party as shown in the Schedule, (or as otherwise notified by that Party to the other Party from time to time);
- (c) must be signed by the Party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that Party; and
- (d) is regarded as being given by the sender and received by the addressee:
  - (i) if by delivery in person, when delivered to the addressee;

(ii) if by post, 3 Business Days from and including the date of postage; or

(iii) if by email, when it is received by the addressee's server,

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

## 8.2 Further acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this Deed, subject to such conduct not being in contravention of the Corporations Act, the ASX Listing Rules or any other applicable law.

## 8.3 Governing law and jurisdiction

This Deed is governed by and will be construed according to the laws of Western Australia. Each party:

- (a) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed; and
- (b) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 8.3(a) .

## 8.4 Power of attorney

The Holder hereby grants the Entity power of attorney to make such amendments to this Deed as are necessary to comply with or satisfy the requirements and conditions of the ASX, the Australian Securities and Investments Commission (**ASIC**), or both, subject to the Entity notifying the Holder in writing in advance of any application to the ASX or ASIC for an amendment and in advance of any such amendments being made.

## 8.5 Amendments

This Deed may only be varied by a document signed by or on behalf of each of the parties.

## 8.6 Severability of provisions

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

## 8.7 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, any right, power or remedy provided by law or under this Deed by any party will not in any way preclude, or operate as a waiver of, any

exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.

- (b) Any waiver or consent given by any party under this Deed will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this Deed will operate as a waiver of another breach of that term or of a breach of any other term of this Deed.

#### **8.8 Enurement**

The provisions of this Deed will enure for the benefit of, and be binding on, the parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

#### **8.9 Entire agreement**

To the extent permitted by law, in relation to the subject matter of this Deed, this Deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the parties.

#### **8.10 Counterparts**

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.



## Schedule

### Item 1. Entity's name and address

Mader Group Limited ACN 159 340 397 of Suite A1, Hkew Alpha Building, 2 George Wiencke Drive, Perth Airport WA 6105.

### Item 2. Holder's name and address

Name of Holder	Address
[insert]	[insert]

### Item 3. End of Escrow Period

31 October 2020.

### Item 4. Particulars of Restricted Securities

[insert] Entity Shares held by the Holder on the Allotment Date, which for the avoidance of doubt excludes those Entity Shares (if any) which are transferred by the Holder to SaleCo on the Allotment Date for an offer of Entity Shares under the Prospectus and as disclosed in the Prospectus.

**Executed** as a Deed.

**Executed by Mader Group Limited ACN 159 340 397** in accordance with section 127 of the *Corporations Act*:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full

Company

**Executed by #name of company ACN #** in accordance with section 127 of the *Corporations Act*:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full

Individual

**Signed by #name** in the presence of: )  
)  
)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full