

**Form 604**  
Corporations Act 2001  
Section 671B

**Notice of change of interests of substantial holder**

To Company Name/Scheme Mantra Group Limited (MTR)

ACN/ARSN 137 639 395

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

Name Mantra Group Limited (and the persons named in Annexure A.1)

ACN/ARSN (if applicable) 137 639 395

There was a change in the interests of the substantial holder on 25 June 2014

The previous notice was given to the company on 20 June 2014

The previous notice was dated 20 June 2014

*Capitalised terms in this notice have the meaning given to them in the prospectus dated 30 May 2014 lodged by MTR*

**2. Previous and present voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

| Class of securities (4) | Previous notice |                  | Present notice |                  |
|-------------------------|-----------------|------------------|----------------|------------------|
|                         | Person's votes  | Voting power (5) | Person's votes | Voting power (5) |
| ORDINARY                | 108,000,000     | 100%             | 116,625,318    | 46.75%           |

**3. Changes in relevant interests**

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

| Date of change | Person whose relevant interest changed              | Nature of change (6)   | Consideration given in relation to change (7) | Class and number of securities affected | Person's votes affected                      |
|----------------|---|--|---|---|--|
| 25 June 2014   | MTR (and all of the persons listed in Annexure A.1) | MTR acquired a power over disposal over an additional 8,625,318 fully paid ordinary shares in MTR ( <b>Shares</b> ), which were issued to certain directors and senior managers ( <b>Management Shareholders</b> ) in exchange for options on 25 June 2014. This power over disposal was acquired under an escrow deed entered into on or around 30 May 2014 between MTR and the Management Shareholders, which gives rise to a relevant interest under section 608(1)(c) of the Corporations Act (see attached the escrow deed in Annexure B). Note that this does not increase MTR's voting power as MTR already has voting power of 100%. | Nil   | 8,625,318 Shares                        | 0% (as MTR already has voting power of 100%) |
| 25 June 2014   | MTR (and all of the persons listed in Annexure A.1) | Upon Completion, and following the issue of Shares to Management Shareholders disclosed above, MTR issued 132,845,911 Shares to investors on 25 June 2014, which, together with the issue of Shares to Management Shareholders, increased the size of MTR's Share capital to 249,471,229 Shares and has reduced MTR's substantial Shareholding as a result of that dilution.   | N/A   | N/A                                     | N/A  |

#### 4. Present relevant interests

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

| Holder of relevant interest | Registered holder of securities          | Person entitled to be registered as holder (8) | Nature of relevant interest (6)  | Class and number of securities | Person's votes |
|-----------------------------|--|--|--|--------------------------------|----------------|
| MTR                         | EV Hospitality NV (EVH)                  | EVH  | Power over disposal arising under an escrow deed dated 30 May 2014 pursuant to section 608(1)(c) of the Corporations Act | 64,800,000 Shares              | 25.97%         |
| MTR                         | UBS Australia Holdings Pty Ltd (UBSAHPL) | UBSAHPL  | Power over disposal arising under an escrow deed dated 30 May 2014 pursuant to section 608(1)(c) of the Corporations Act | 43,200,000 Shares              | 17.32%         |
| MTR                         | Management Shareholders                  | Management Shareholders                        | Power over disposal arising under an escrow deed dated 29 May 2014 pursuant to section 608(1)(c) of the Corporations Act | 8,625,318 Shares               | 3.46%          |

#### 5. Changes in association

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

Not applicable.

#### 6. Addresses

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

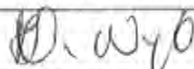
| Name                        | Address   |
|-----------------------------|---|
| MTR                         | Level 15, 50 Cavill Avenue, Surfers Paradise QLD 4217 |
| Persons named in Annexure A | See Annexure A  |

## Signature

print name Fiona van Wyk

capacity Company Secretary

sign here



date 25 16 2014

### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

**Annexure A – List of associates**

This is Annexure "A" of 3 pages referred to in the Form 604 Notice of change of interests of substantial holder

Signature: 

Fiona van Wyk

Name (print): \_\_\_\_\_

Position: Company Secretary

Date: 25 June 2014

## Annexure A.1 – List of associates

| Name  | Address   |
|---|---|
| <b>Subsidiary companies ultimately held by Mantra Group Limited</b> |   |
| Agreedto Pty Ltd ACN 094 911 289                                    | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Barondene Pty Ltd ACN 097 461 964                                   | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Beachbourne Pty Ltd ACN 086 471 089                                 | Level 1 50 Cavill Avenue Surfers Paradise QLD 4217                                |
| Breakfree Resorts (Victoria) Pty Ltd ACN 108 551 453                | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| BRK (NSW) Pty Ltd ACN 099 513 283                                   | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| BRK Asset Holdings Proprietary Limited ACN 114 948 097              | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| BRK Resorts Pty Ltd ACN 100 016 635                                 | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Capital Tower Apartments Canberra Pty Ltd ACN 117 399 532           | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Castlegale Pty Ltd ACN 091 401 893                                  | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Directors Management Pty Ltd ACN 050 020 856                        | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Global Voyager Group Admin Pty Ltd ACN 126 480 411                  | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Kemayan Hotels Sdn Bhd (314803-X)                                   | Wisma Selangor Dredging, Tingat 18, West Block, 142-C, Jalan Ampang, Kuala Lumpur |
| Kent Street Suites Pty Ltd ACN 100 437 698                          | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Lerina Holdings Pty Ltd ACN 081 645 669                             | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Lorne Resort Apartments Limited ACN 093 742 913                     | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Mantra Australia (NSW) Pty Ltd ACN 103 740 996                      | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Mantra Ettalong (NSW) Pty Ltd ACN 112 388 511                       | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Mantra Group Holdings II Pty Ltd ACN 137 639 377                    | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Mantra Group Operations Pty Limited ACN 110 396 999                 | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Mantra Group Property Management Pty Ltd ACN 111 794 346            | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Mantra Hospitality Admin Pty Ltd ACN 110 228 478                    | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Mantra Hotels & Resorts Australia Pty Ltd ACN 079 687 326           | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Mantra IP Pty Ltd formerly Stella IP Ltd ACN 129 980 981            | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Mantra Management Pty Ltd ACN 107 791 695                           | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |
| Mantra MLR Group Pty Ltd ACN 124 079                                | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217                               |

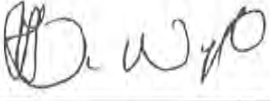


| Name   | Address  |
|--|--|
| 536  |  |
| Mantra Resorts Australia Pty Ltd ACN 081 607 098                               | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Mantra Resorts Group Pty Ltd ACN 003 609 729                                   | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Mantra Resorts Letting Pty Ltd ACN 081 095 276                                 | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| MG Asia Pacific Pty Ltd ACN 163 577 722  | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Pacific Apartments Frome Street Pty Ltd ACN 097 678 021                        | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Pacific International Apartment & Hotel Group Pty Limited ACN 079 565 790      | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Pacific International Apartments Exhibition Street Pty Limited ACN 094 029 259 | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Pacific International Apartments Parramatta Pty Ltd ACN 089 966 969            | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Pacific International Apartments Sydney City Pty Limited ACN 089 119 442       | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Pacific International Hotel Bankstown Pty Ltd ACN 099 330 613                  | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Pacific International Hotels (Asia Pacific) Pty Ltd ACN 069 381 157            | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Pacific International Suites Parramatta Pty Ltd ACN 089 966 987                | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Pacific International Suites Perth Pty Limited ACN 094 029 213                 | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Pacific Suites Adelaide Pty Limited ACN 099 926 333                            | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Pacific Suites Melbourne Pty Limited ACN 103 072 206                           | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Peppers Broadbeach Pty Ltd ACN 143 196 089                                     | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Peppers Leisure Proprietary Limited ACN 087 741 599                            | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| PT.MGHM Indonesia (43618.AH.01.01. Tahun 2013)                                 | Jl. Pura Telaga Waja, Pettitenget, Seminyak, Kabupaten Badung, Provinsi Bali 80361 – Indonesia |
| Samarad Pty Ltd ACN 100 072 704  | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Sandmoon Pty Ltd ACN 084 424 082   | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Saville Hotel Group Pty Ltd ACN 002 563 920                                    | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Schoolies Week Pty Ltd ACN 093 544 597   | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Sunleisure Hotels & Resorts Pty Ltd ACN 085 661 605                            | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |
| Sunleisure Operations Pty Ltd ACN 113  | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217  |

| Name  | Address   |
|---|---|
| 285 153   |   |
| The Park at Melbourne (Australia) Pty. Ltd. ACN 006 726 905         | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217   |
| THL Airport Hotel Melbourne Pty Limited ACN 117 399 523             | Level 1 50 Cavill Avenue Surfers Paradise QLD 4217  |
| THL Golden Tulip Holdings Ltd (913931)                              | Hutchison Hse, 10 Harcourt Rd, Hong Kong  |
| THL Golden Tulip Investment Ltd (913012)                            | Hutchison Hse, 10 Harcourt Rd, Hong Kong  |
| Tourism, Hotels & Leisure Proprietary Limited ACN 006 430 075       | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217   |
| West End Apartments Management Pty Ltd ACN 008 292 984              | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217   |
| Woodrange Pty Ltd ACN 097 805 519                                   | Level 15 50 Cavill Avenue Surfers Paradise QLD 4217   |
| Breakfree Resorts NZ Limited NZCN 1583177                           | 44 York Place, Dunedin, New Zealand   |
| Erskine on the Beach ARSN 095 116 662 (a managed investment scheme) | Lorne Resort Apartments Limited (ACN 093 742 913) is the responsible entity for the Erskine on the Beach scheme, and has the following registered address: Level 15 50 Cavill Avenue Surfers Paradise QLD 4217. |

**Annexure B – Escrow Deed for Management Shareholders**

This Annexure B of 34 pages, referred to in Form 603 – Notice of initial substantial holder

Signature: 

Name (print): Fiona van Wyk

Position: Company Secretary

Date: 25 June 2014



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# Management Escrow Deed

**Mantra Group Limited**

**The Escrowed Shareholders named in item 2 of Schedule 2**

**The Controllers named in item 3 of Schedule 2**

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Date:

29 May 2014

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## Parties

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

## Recitals

- A The Company intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B Each Holder holds or will hold the Voluntary Escrow Shares as at Completion.
- C Each Holder whose name appears in item 3 of Schedule 2 is controlled by the Controllers named adjacent to them in item 3 of Schedule 2.
- D Each Holder agrees to escrow all of the Voluntary Escrow Shares for the Escrow Period applicable to that Holder pursuant to, and the Controllers agree to be bound by, the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

## The parties agree

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# 1 Escrow Restrictions

### 1.1 Voluntary Escrow Shares

Subject to clause 1.3, during the Escrow Period, each Holder must not Dispose of, or agree or offer to Dispose of, the Voluntary Escrow Shares.

### 1.2 Controller Interests

Subject to clause 1.3, during the Escrow Period, each Controller (if any) must not Dispose of, or agree or offer to Dispose of, their respective Controller Interests.

### 1.3 Exception

- (a) To enable a Holder to accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares or to enable the Voluntary Escrow Shares to be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Company must remove the Holding Lock on the Voluntary Escrow Shares during the Escrow Period if any of the following conditions are met:
  - (i) in the case of a Takeover Bid, holders of at least half of the Shares that are the subject of the Takeover Bid and that are not subject to any Voluntary Escrow Deed have accepted the Takeover Bid;
  - (ii) in the case of an Off-Market Bid, if the offer is conditional, the bidder and the relevant Holder agree in writing that the Holding Lock will be applied for each Voluntary Escrow Share that is not bought by the bidder under the off-market bid; and

- (iii) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the relevant Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.
- (b) During the Escrow Period, each Holder and Controller may Dispose of any of its respective Voluntary Escrow Shares or Controller Interests (as the case may be) to the extent the Disposal is required by applicable law (including an order of a court of competent jurisdiction).

#### **1.4 Notice**

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

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

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

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## **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:

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

unless expressly stated otherwise in a particular warranty.

The warranties and representations in this clause 2 are given in respect of any and all Voluntary Escrow Shares which the relevant Holder holds and the Controller (if any) has Controller Interests (if any) in from time to time during the 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 Holder and the Controller or Controllers in respect of that particular Holder (if any) jointly and severally warrant and represent the following:

- (a) Before the 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 Escrow Period.
- (b) Either:
  - (i) the Holder has the controllers (as defined in the ASX Listing Rules) set out in item 3 of Schedule 2; or
  - (ii) any such controller not set out in item 3 of Schedule 2, and who is not a party to this deed, comes within an exception set out in rule 9.1.4 of the ASX Listing Rules.

- (c) The Holder holds the Voluntary Escrow Shares set out in item 5 of Schedule 2 (or will hold those Voluntary Escrow Shares as at Completion) and the Controller holds the Controller Interests set out in item 3 of Schedule 2 (or will hold those Controller Interests as at Completion).
- (d) On and from Completion, the Voluntary Escrow Shares and the Controller Interests are free from all encumbrances and other third party interests or rights.
- (e) The:
  - (i) Options, as referred to in item 2 of Schedule 2, are as at the date of this deed all the securities, substantial economic interests or other interests that the Holder directly or indirectly has in the Company; and
  - (ii) Voluntary Escrow Shares, as set out in item 5 of Schedule 2, will be, as at Completion, all the securities, substantial economic interests or other interests that the Holder directly or indirectly has in the Company (other than Shares, if any, acquired by or on behalf of the Holder under the Initial Public Offering or acquired by the Holder after Completion).
- (f) The Controller Interests set out in item 3 of Schedule 2 are as at the date of this deed all the securities, substantial economic interests or other interests in the Holder or, on and from the Completion Date the Voluntary Escrow Shares, in which the Controller has a direct or indirect interest.
- (g) 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 has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**)).
- (h) It has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms.
- (i) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (j) If the Holder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust.
- (k) If the Holder or Controller is a Trustee:
  - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller 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.
- (l) The execution, delivery and performance by it 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 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.

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## **3 Holding Lock**

### **3.1 Agreement to Holding Lock**

Subject to clause 3.2, each of the Holders and their respective Controllers (if any) agree to the application of a Holding Lock to the Voluntary Escrow Shares.

### **3.2 Application of Holding Lock**

The Company will apply a Holding Lock to the Voluntary Escrow Shares as soon as practicable after registration of the Voluntary Escrow Shares on the Issuer Sponsored Subregister and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 3.3.

### **3.3 Removal of Holding Lock**

- (a) Upon request by a Holder, the Company must remove the Holding Lock with respect to Voluntary Escrow Shares in order to facilitate a Disposal that is permitted under clause 1.3.
- (b) The Company must remove the Holding Lock with respect to a Holder's Voluntary Escrow Shares on the Business Day after the end of the Escrow Period.
- (c) In respect of (a) and (b) above, the Company will notify ASX that the relevant Voluntary Escrow Shares will be released from the escrow restrictions set out in this deed in respect of some or all of a Holder's Voluntary Escrow Shares, in accordance with the timing requirements set out in Listing Rule 3.10A.

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## **4 Permitted dealings with the Voluntary Escrow Shares**

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

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

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## 5 Breach

### 5.1 Prevention of anticipated breach

If it appears to the Company that a Holder or a Holder's respective Controller or Controllers (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 a Holder or a Controller (if any) breaches this deed, each of the following applies:
  - (i) the Company may take the steps necessary to enforce this 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 of the relevant Holder. This is in addition to other rights and remedies of the Company.
- (b) Each Holder and Controller acknowledges and agrees that, if a Holder or Controller breaches this deed, such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 1.1 or clause 1.2 and each of Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the relevant Holder and/or Controller's obligation 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.

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## 6 Amendment

Subject to clause 9, this deed can only be amended or replaced by another deed executed by the parties.

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## 7 Termination

This deed will terminate if Listing or Completion does not occur by 31 July 2014.

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## 8 Capacity

If a Holder or Controller (if any) has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 8 but subject to clause 8(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller is actually indemnified for the liability. The Holder or Controller



(as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

- (b) subject to clause 8(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 8 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent, or elimination of, the Holder's or Controller's right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

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## 9 Company to complete Schedule 2

Each party authorises the Company (or any person delegated such authority in writing by the Company) to insert in Schedule 2, after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 5 of Schedule 2 which shall be binding on the parties in the absence of manifest error; and
- (b) any other details necessary to complete Schedule 2.

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## 10 General

### 10.1 Governing Law

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales, 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.

### 10.2 Further assurances

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

### 10.3 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.

#### 10.4 Time of Essence

Time is of the essence to this deed.

#### 10.5 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:

Mantra Group Limited  
Level 15, 50 Cavill Avenue  
Surfers Paradise, QLD 4217

Attention: Fiona van Wyk, Company Secretary  
Facsimile: 07 5631 2999  
Email: fiona.vanwyk@mantragroup.com.au

- (ii) if to a Holder: the details set out in item 2 of Schedule 2
- (iii) if to the Controller: the details set out in item 3 of Schedule 2.
- (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 10.5(d)(iii) and informs the sender that it is not legible.

#### **10.6 Entire agreement**

- (a) This deed is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter including the management escrow deed executed by the parties to this deed on or about 24 March 2014.
- (b) Each party represents and warrants that it has not relied on any representations or warranties about the subject matter of this deed except as expressly provided in this deed.

---

### **11 Release of results**

The Company agrees to release its full year results for the period ending 30 June 2015 in accordance with the timeframes required by the Corporations Act and the ASX Listing Rules.



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## Schedule 1 — Dictionary

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### 1 Dictionary

The following definitions apply in this deed.

**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.

**ASX Settlement** means ASX Settlement Pty Ltd (ABN 49 008 504 532).

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

**Completion** means the completion of the issue and allotment of new Shares by the Company to investors under the Initial Public Offering.

**Controller Interests** means the securities, economic interest or other interests in the Voluntary Escrow Shares or the Holder, full particulars of which are set out in item 3 of Schedule 2 (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:

(i) any Voluntary Escrow Shares; and

(ii) any Controller Interests,

to:

(A) sell, assign, transfer or otherwise dispose of any legal, beneficial or economic interest in the applicable Voluntary Escrow Shares or Controller Interests;

(B) encumber or grant a security interest over the applicable Voluntary Escrow Shares or Controller Interests;

(C) grant or exercise an option in respect of any applicable Voluntary Escrow Shares or Controller Interests;

(D) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of, or legal, beneficial or economic interest in, any of the applicable Voluntary Escrow Shares or Controller Interests; or

- (c) agree to do any of those things.

**Escrow Period** means, in relation to a particular Holder, the period for which that Holder's Voluntary Escrow Shares are escrowed as set out in item 4 of Schedule 2.

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

**Initial Public Offer** means the proposed initial public offering of Shares.

**Issuer Sponsored Subregister** means the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.

**Listing** means the admission of the Company to the official list of the ASX.

**Off-Market Bid** has the meaning given in the Corporations Act.

**Option** means, in relation to a particular Holder, an option granted by the Company, to that Holder, which gives that Holder the right to subscribe for Shares, as referred to next to that Holder's name in item 2 of Schedule 2.

**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.

**Voluntary Escrow Deed** means a voluntary escrow deed entered into in connection with the Initial Public Offer.

**Voluntary Escrow Shares** means, in relation to a particular Holder, the Shares set out in item 5 of Schedule 2.

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## 2 Rules for interpreting this deed

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.

- (a) Other than as expressly provided, a term or expression starting with a capital letter which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.
- (b) 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.
  - (c) A singular word includes the plural, and vice versa.
  - (d) The expression 'this deed' includes the agreement, arrangement, understanding or transaction recorded in this deed.
- 

### **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.
- 

### **4 Compliance with ASX Listing Rules**

During the Escrow Period, and for so long as the Company 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

## Schedule 2 — Details

### 1 Company name and address

Mantra Group Limited

Level 15, 50 Cavill Avenue, Surfers Paradise, QLD 4217

### 2 Holders' details

| No. | Holder  | Notice details of each Holder (clause 10.5)   | Options held by the Holder as at the date of this deed  |
|-----|---|---|---|
| 1   | Kerry Robert East                                       | Kerry Robert East 25 Panitz Street, Sorrento, QLD 4217<br><b>Email:</b> bob.east@mantragroup.com.au   | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |
| 2   | Steven Colin Becker                                     | Steven Colin Becker<br>47 Jamieson Street, Bulimba, QLD 4171<br><b>Email:</b> steven.becker@mantragroup.com.au  | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |
| 3   | Kent Christopher Davidson ATF the Davidson Family Trust | Kent Christopher Davidson ATF the Davidson Family Trust<br>72 Fitzwilliam Street, Carrara, QLD 4211<br><b>Email:</b> kent.davidson@mantragroup.com.au | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |

| No. | Holder                         | Notice details of each Holder (clause 10.5)  | Options held by the Holder as at the date of this deed  |
|-----|--------------------------------|--|---|
| 4   | Tomas Bengt Johnsson           | Tomas Bengt Johnsson<br>5020A Riverwood Grove, Royal Pines, Benowa QLD 4217<br><b>Email:</b> Tomas.Johnsson@mantragroup.com.au     | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |
| 5   | Mark Hodge                     | Mark Hodge<br>50/52 Parkmeadows Court, Bonogin, QLD 4213<br><b>Email:</b> mark.hodge@mantragroup.com.au                            | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |
| 6   | Michelle Elizabeth Moret-Lalli | Michelle Elizabeth Moret-Lalli<br>1806/33 Te Peters Drive, Broadbeach, QLD 4218<br><b>Email:</b> michelle.lalli@mantragroup.com.au | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |
| 7   | Kevan Craig Funnell            | Kevan Craig Funnell<br>38 Straite Drive, Robina, QLD 4226<br><b>Email:</b> kevan.funnell@mantragroup.com.au                        | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |
| 8   | Cherie McGill                  | Cherie McGill<br>25 Launch Road, Mermaid Waters, QLD 4218<br><b>Email:</b> cherie.mcgill@mantragroup.com.au                        | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |



| No. | Holder                        | Notice details of each Holder (clause 10.5)  | Options held by the Holder as at the date of this deed  |
|-----|-------------------------------|--|---|
| 9   | Luke James Moran              | Luke James Moran<br>Galileo Place, Mermaid Waters, QLD 4218<br><b>Email:</b> luke.moran@mantragroup.com.au   | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |
| 10  | Gladstone Investments Limited | Gladstone Investments Limited<br>c/o- James T W Kong & Company<br>Room 1901, C.C. Wu Building, 302-308 Hennessy Road, Wanchai, Hong Kong<br><b>Email:</b> adcummins@cumminsgroup.co.uk | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |
| 11  | Elizabeth Anne Gaines         | Elizabeth Anne Gaines<br>23 Abernethy Street, Seaforth NSW 2092<br><b>Email:</b> Elizabeth.Gaines@mantragroup.com.au   | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |
| 12  | Fiona Lucy van Wyk            | Fiona Lucy van Wyk<br>3 Brilliant Lane, Coomera Waters, QLD 4209<br><b>Email:</b> fiona.vanwyk@mantragroup.com.au  | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |
| 13  | Michael Moret-Lalli           | Michael Moret-Lalli<br>1806/33 Te Peters Drive, Broadbeach, QLD 4218<br><b>Email:</b> michael.lalli@mantragroup.com.au   | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |

| No. | Holder  | Notice details of each Holder (clause 10.5)  | Options held by the Holder as at the date of this deed  |
|-----|---|--|---|
| 14  | Pomkaru Pty Ltd ATF for the Davpen Family Trust | Pomkaru Pty Ltd ATF for the Davpen Family Trust<br>c/o David Gibson, 35 Riverview Place, Yeronga QLD 4104<br><b>Email:</b> David.Gibson@mantragroup.com.au | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |
| 15  | Garry Rich                                      | Garry Rich<br>Unit 19, 34-38 Woodroffe Ave, Main Beach, QLD 4127<br><b>Email:</b> Garry.Rich@mantragroup.com.au  | The number of Options that are specified in the side letter from the Holder to the Company, dated the date of this deed |

### 3 Controller details

| Holder                        | Controller or Controllers of the Holder                            | Particulars of Controller Interests   | Notice details of each Controller (clause 10.5)   |
|-------------------------------|--|---|---|
| Gladstone Investments Limited | Alexijon (PTC) Limited (company number 4485)<br><br>Andrew Cummins | Alexijon (PTC) Limited is the trustee of the Alexijon Family Trust which holds the shares in the Holder as trust property. The legal title to the shares in the Holder is held by Alexijon (PTC) Limited and the beneficial title is held by the Alexijon Family Trust.<br><br>Andrew Cummins is a director and investment advisor of the Holder. | <b>Alexijon (PTC) Limited</b><br>c/o- Harneys Corporate Services Limited<br>Craigmuir Chambers<br>Road Town, Tortola<br>British Virgin Islands<br><b>Email:</b> adcummins@cumminsgroup.co.uk<br><br><b>Andrew Cummins</b> |

| Holder | Controller or<br>Controllers of the<br>Holder | Particulars of Controller Interests | Notice details of each Controller (clause 10.5)   |
|--------|---|-------------------------------------|---|
|        |   |                                     | Prattens the Street<br>Bury near Pulborough<br>West Sussex RH20 1PA, United Kingdom<br><b>Email:</b> <a href="mailto:adcummins@cumminsgroup.co.uk">adcummins@cumminsgroup.co.uk</a> |

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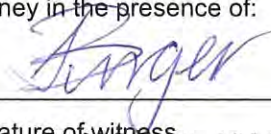
## Execution page

### 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 for **Mantra Group Limited ACN 137 639 395** under power of attorney in the presence of:

  
\_\_\_\_\_  
Signature of witness  
SHELLEY BURGER

Name of witness (print)

  
\_\_\_\_\_  
Signature of attorney  
ANDREW CROOK

Name of attorney (print)



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## **4 Escrow Period**

The period commencing on the date of Listing and continuing until the Company's full year results for the period ending 30 June 2015 are released to ASX.

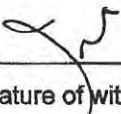
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## **5 Particulars of Voluntary Escrow Shares**


All Shares that are issued to the Holder on, or immediately prior to, Completion upon exercise of Options held by the Holder.



EXECUTED by an authorised representative of  
**Gladstone Investments Limited:**

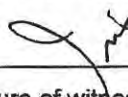
  
\_\_\_\_\_  
Signature of witness

HUNG KWEI FUN IRIS  
\_\_\_\_\_  
Name of witness (print)


  
\_\_\_\_\_  
By executing this deed the signatory warrants  
that the signatory is duly authorised to execute  
this deed on behalf of **Gladstone Investments  
Limited**

LAM HAI WAI IVY  
\_\_\_\_\_  
Name of authorised representative (print)

EXECUTED by an authorised representative of  
**Alexijon (PTC) Limited:**

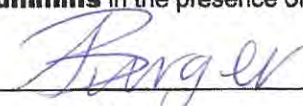
  
\_\_\_\_\_  
Signature of witness

HUNG KWEI FUN IRIS  
\_\_\_\_\_  
Name of witness (print)

  
\_\_\_\_\_  
By executing this deed the signatory warrants  
that the signatory is duly authorised to execute  
this deed on behalf of **Alexijon (PTC) Limited**

LAM HAI WAI IVY  
\_\_\_\_\_  
Name of authorised representative (print)

Signed sealed and delivered by **Andrew  
Cummins** in the presence of:

  
\_\_\_\_\_  
Signature of witness

Shelley Burger  
\_\_\_\_\_  
Name of witness (print)

  
\_\_\_\_\_  
Signature of Andrew Cummins

EXECUTED by **Pomkaru Pty Limited** in  
accordance with section 127 of the *Corporations*  
*Act 2001 (Cth)* and by:



Signature of Director

DAVID GIBSON

Name



Signature of Director/Secretary

PENELOPE GIBSON

Name

Signed sealed and delivered by **Kerry Robert East** in the presence of:

Signature of witness

Signature of Kerry Robert East

Name of witness (print)

Signed sealed and delivered by **Steven Colin Becker** in the presence of:

Signature of witness

Signature of Steven Colin Becker

Name of witness (print)

Signed sealed and delivered by **Kent Christopher Davidson ATF the Davidson Family Trust** in the presence of:

Signature of witness

Signature of Kent Christopher Davidson

Name of witness (print)

---

EXECUTED by **Pomkaru Pty Limited** in  
accordance with section 127 of the *Corporations  
Act 2001* (Cth) and by:

---

Signature of Director

---

Signature of Director/Secretary

---

Name

---

Name

---

Signed sealed and delivered by **Kerry Robert  
East** in the presence of:

---

Signature of witness

---

Signature of Kerry Robert East

REUBEN VAN WERTUM  
Name of witness (print)

---

Signed sealed and delivered by **Steven Colin  
Becker** in the presence of:

---

Signature of witness

---

Signature of Steven Colin Becker

REUBEN VAN WERTUM  
Name of witness (print)

---

Signed sealed and delivered by **Kent  
Christopher Davidson ATF the Davidson  
Family Trust** in the presence of:

---

Signature of witness

---

Signature of Kent Christopher Davidson

---

Name of witness (print)

EXECUTED by **Pomkaru Pty Limited** in  
accordance with section 127 of the *Corporations*  
*Act 2001* (Cth) and by:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signed sealed and delivered by **Kerry Robert East**  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Kerry Robert East

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Signed sealed and delivered by **Steven Colin Becker**  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Steven Colin Becker

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Signed sealed and delivered by **Kent Christopher Davidson ATF the Davidson Family Trust** in the presence of:

\_\_\_\_\_  
Signature of witness

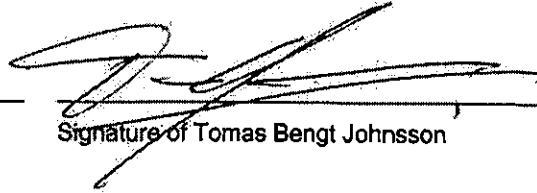
\_\_\_\_\_  
Signature of Kent Christopher Davidson

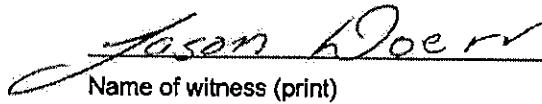
\_\_\_\_\_  
Name of witness (print)



Signed sealed and delivered by **Tomas Bengt Johnsson** in the presence of:

  
Signature of witness

  
Signature of Tomas Bengt Johnsson

  
Name of witness (print)

Signed sealed and delivered by **Mark Hodge** in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Mark Hodge

\_\_\_\_\_  
Name of witness (print)

Signed sealed and delivered by **Michelle Elizabeth Moret-Lalli** in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Michelle Elizabeth Moret-Lalli

\_\_\_\_\_  
Name of witness (print)

Signed sealed and delivered by **Kevan Craig Funnell** in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Kevan Craig Funnell

\_\_\_\_\_  
Name of witness (print)

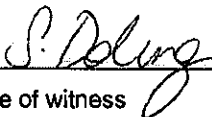
Signed sealed and delivered by **Tomas Bengt  
Johnsson** in the presence of:

Signature of witness

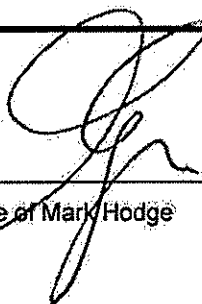
Signature of Tomas Bengt Johnsson

Name of witness (print)

Signed sealed and delivered by **Mark Hodge** in  
the presence of:



Signature of witness



Signature of Mark Hodge

SHANNON DOLING

Name of witness (print)

Signed sealed and delivered by **Michelle  
Elizabeth Moret-Lalli** in the presence of:

Signature of witness

Signature of Michelle Elizabeth Moret-Lalli

Name of witness (print)

Signed sealed and delivered by **Kevan Craig  
Funnell** in the presence of:

Signature of witness

Signature of Kevan Craig Funnell

Name of witness (print)

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Signed sealed and delivered by **Tomas Bengt Johnson** in the presence of:

---

Signature of witness

---

Signature of Tomas Bengt Johnson

---

Name of witness (print)

---

Signed sealed and delivered by **Mark Hodge** in the presence of:

---

Signature of witness

---

Signature of Mark Hodge

---

Name of witness (print)

---

Signed sealed and delivered by **Michelle Elizabeth Moret-Lalli** in the presence of:

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Signature of witness

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Signature of Michelle Elizabeth Moret-Lalli

---

*Sarah-Jane Harrison*  
Name of witness (print)

---

Signed sealed and delivered by **Kevan Craig Funnell** in the presence of:

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Signature of witness

---

Signature of Kevan Craig Funnell

---

Name of witness (print)

---

Signed sealed and delivered by **Tomas Bengt Johnson** in the presence of:

---

Signature of witness

---

Signature of Tomas Bengt Johnson

---

Name of witness (print)

---

Signed sealed and delivered by **Mark Hodge** in the presence of:

---

Signature of witness

---

Signature of Mark Hodge

---

Name of witness (print)

---

Signed sealed and delivered by **Michelle Elizabeth Moret-Lalli** in the presence of:

---

Signature of witness

---

Signature of Michelle Elizabeth Moret-Lalli

---

Name of witness (print)

---

Signed sealed and delivered by **Kevan Craig Funnell** in the presence of:

---

Signature of witness

---

Signature of Kevan Craig Funnell

---

Name of witness (print)



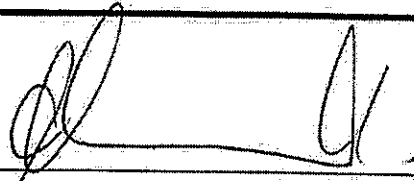
Signed sealed and delivered by **Cherie McGill**  
in the presence of:



Signature of witness

Louise Johnstone

Name of witness (print)



Signature of Cherie McGill

Signed sealed and delivered by **Luke James Moran**  
in the presence of:

Signature of witness

Signature of Luke James Moran

Name of witness (print)

Signed sealed and delivered by **Elizabeth Anne Gaines**  
in the presence of:

Signature of witness

Signature of Elizabeth Anne Gaines

Name of witness (print)

Signed sealed and delivered by **Fiona Lucy van Wyk**  
in the presence of:

Signature of witness

Signature of Fiona Lucy van Wyk

Name of witness (print)

---

Signed sealed and delivered by **Cherie McGill**  
in the presence of:

---

Signature of witness

---

Signature of Cherie McGill

---

Name of witness (print)

---

Signed sealed and delivered by **Luke James Moran**  
in the presence of:

---

Signature of witness

---

Signature of Luke James Moran

---

Name of witness (print)

---

Signed sealed and delivered by **Elizabeth Anne Gaines**  
in the presence of:

---

Signature of witness

---

Signature of Elizabeth Anne Gaines

---

Name of witness (print)

---

Signed sealed and delivered by **Fiona Lucy van Wyk**  
in the presence of:

---

Signature of witness

---

Signature of Fiona Lucy van Wyk

---

Name of witness (print)

---

Signed sealed and delivered by **Cherie McGill**  
in the presence of:

---

Signature of witness

---

Signature of Cherie McGill

---

Name of witness (print)

---

Signed sealed and delivered by **Luke James Moran**  
in the presence of:

---

Signature of witness

---

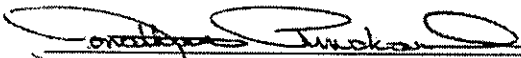
Signature of Luke James Moran

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Name of witness (print)

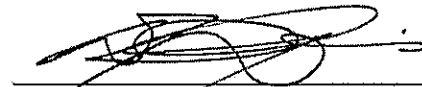
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Signed sealed and delivered by **Elizabeth Anne Gaines**  
in the presence of:




---

Signature of witness



---

Signature of Elizabeth Anne Gaines



---

Name of witness (print)

---

Signed sealed and delivered by **Fiona Lucy van Wyk**  
in the presence of:

---

Signature of witness

---

Signature of Fiona Lucy van Wyk

---

Name of witness (print)

---

Signed sealed and delivered by **Cherie McGill**  
in the presence of:

---

Signature of witness

---

Signature of Cherie McGill

---

Name of witness (print)

---

Signed sealed and delivered by **Luke James Moran**  
in the presence of:

---

Signature of witness

---

Signature of Luke James Moran

---

Name of witness (print)

---

Signed sealed and delivered by **Elizabeth Anne Gaines**  
in the presence of:

---

Signature of witness

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Signature of Elizabeth Anne Gaines

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Name of witness (print)

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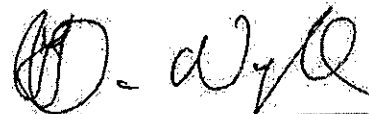
Signed sealed and delivered by **Fiona Lucy van Wyk**  
in the presence of:

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Signature of witness

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Signature of Fiona Lucy van Wyk

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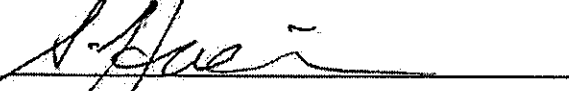


Name of witness (print)

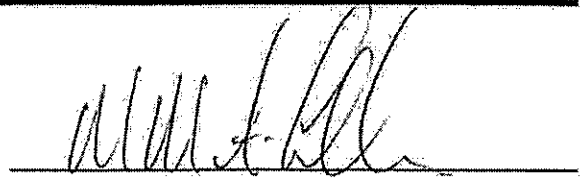


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Signed sealed and delivered by **Michael  
Moret-Lalli** in the presence of:



Signature of witness



Signature of Michael Moret-Lalli

*Sarah Jane Harrison*

Name of witness (print)

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Signed sealed and delivered by **Garry Rich** in  
the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Garry Rich

\_\_\_\_\_  
Name of witness (print)

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Signed sealed and delivered by **Michael  
Moret-Lalli** in the presence of:

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Signature of witness

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Signature of Michael Moret-Lalli

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Name of witness (print)

---

Signed sealed and delivered by **Garry Rich** in  
the presence of:

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Signature of witness

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Signature of Garry Rich

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Mason Wood

Name of witness (print)