

**6 February 2015**

## Lodgment of Court orders relating to Fiducian restructure with ASIC

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Further to the announcement by Fiducian Portfolio Services Limited (**Fiducian**) yesterday regarding approval by the Federal Court of Australia (**Court**) of the scheme of arrangement between Fiducian and its shareholders (**Scheme**), which is described in Fiducian's scheme booklet dated 5 December 2014, Fiducian confirms that a copy of the Court's orders was lodged with the Australian Securities and Investments Commission earlier today and the Scheme has become legally effective. A copy of the Court's orders is attached.



No: NSD1172/2014

Federal Court of Australia  
District Registry: New South Wales  
Division: General

**FIDUCIAN PORTFOLIO SERVICES LIMITED ACN 073 854 931**  
Plaintiff

**FIDUCIAN INVESTMENT MANAGEMENT SERVICES LIMITED ACN 602 441 814**  
and another named in the schedule  
Defendant

### ORDER

**JUDGE:** JUSTICE YATES

**DATE OF ORDER:** 05 February 2015

**WHERE MADE:** Sydney

#### THE COURT ORDERS THAT:

1. Pursuant to ss 411(4)(b) of the *Corporations Act 2001* (Cth) (**Corporations Act**), the scheme of arrangement between the plaintiff, Fiducian Portfolio Services Limited ABN 13 073 845 931 (**Fiducian**), and the holders of ordinary shares in Fiducian, in the form contained in Annexure C to the scheme booklet issued by Fiducian dated 5 December 2014 (**Scheme Booklet**), be approved (**Scheme**).
2. Subject to:
  - (a) Fiducian, Fiducian Group Limited (**NewCo**), Fiducian Services Pty Limited, Fiducian Financial Services Pty Limited, Fiducian Business Services Pty Limited, Fiducian Investment Management Services Limited, Harold Bodinnar & Associates Pty Ltd and Money and Advice Pty Ltd entering into a Deed of Cross Guarantee substantially in the form of Exhibit D;
  - (b) NewCo lodging an original of the duly executed Deed of Cross Guarantee with the Australian Securities & Investments Commission, together with an original of a Certificate (as defined in the Deed of Cross Guarantee) relating to the Deed of Cross Guarantee; and



- (c) Fiducian and NewCo entering into a share sale agreement substantially in the form of Exhibit E,

pursuant to ss 413(1)(a) and s 413(2) of the Corporations Act, with effect from 12:01am at the beginning of the first day of the month after the month in which the Implementation Date (as defined in the Scheme) occurs (the **Transfer Time**):

- (d) the undertaking and Property of Fiducian listed in the register of contracts set out in Exhibit F and any other undertaking or Property of Fiducian comprising or pertaining exclusively to its funds management and investment services business (including wrap platforms) (other than any contract of employment) be transferred to, and vested in, Fiducian Investment Management Services Limited ACN 602 441 814 (**FIM**) without further act or deed of any person;
- (e) all of the undertaking and Property of Fiducian, other than:
- (1) the undertaking and Property transferred to, and vested in, FIM pursuant to paragraph 2(d) above;
  - (2) Fiducian's responsible superannuation entity licence (RSE licence number L0001144);
  - (3) the custody agreement between Fiducian and National Australia Bank ABN 12 004 044 937 dated 17 May 2012;
  - (4) the custody agreement between Fiducian and Australian Market Automated Quotation (AUSMAQ) System Ltd ABN 53 062 527 575 dated 29 September 2006;
  - (5) the administrative services agreement between Fiducian and National Australia Bank Limited ABN 12 004 044 937 dated 17 May 2012;
  - (6) the deposit account service level agreement between Fiducian and National Australia Bank Limited ABN 12 004 044 937 dated 15 November 2012;
  - (7) bank accounts with National Australia Bank Limited ABN 12 004 044 937 and with the Australia and New Zealand Banking Group ABN 11 005 357 522 with Fiducian as the trustee of the Fiducian Superannuation Service;
  - (8) the Fiducian superannuation deed poll granted by Fiducian dated 9 January 1997 (First Schedule – Fiducian Superannuation Service, Second Schedule – Fiducian Pooled Superannuation Trust) (**Trust**)



**Deed**) as amended by the deed of amendment to the Trust Deed for Fiducian Superannuation dated 1 November 2005, the deed of variation to the Trust Deed for the Fiducian Superannuation Service dated 28 October 2011 and the deed of variation to the Trust Deed for the Fiducian Pooled Superannuation Trust dated 28 October 2011;

- (9) the application to Australian Eligible Rollover Fund dated 17 July 2001;
- (10) the London partners superannuation service badge dated 18 January 2007;
- (11) the policy endorsements to Fiducian superannuation service insurance dated 29 March 2010;
- (12) the APIR superwrap nomination form dated 19 April 2012;
- (13) the Tal Life Limited service level agreement dated 27 June 2013;
- (14) any shares owned by Fiducian in Fiducian Business Services Pty Limited ACN 063 433 367;
- (15) any shares owned by Fiducian in Fiducian Financial Services Pty Limited ACN 094 765 134;
- (16) any shares owned by Fiducian in Harold Boddinar & Associates Pty Limited ACN 002 533 995; and
- (17) any shares owned by Fiducian in Money and Advice Pty Limited ACN 081 562 003,

be transferred to, and vested in, Fiducian Services Pty Limited ACN 602 437 892 (**FSL**) without further act or deed of any person. For the avoidance of doubt, the undertaking and Property to be transferred to, and vested in, FSL under this paragraph 2(e) includes those relating to:

- (18) the employment of any person by Fiducian; and
  - (19) the provision of platform administration, legal, financial accounting, marketing and distribution support services (**Group Services**);
- (f) the Liabilities of Fiducian comprising or pertaining to the undertaking and Property referred to in paragraph 2(d) be transferred to, and become the Liabilities of, FIM without further act or deed of any person; and
- (g) all of the Liabilities of Fiducian other than:
- (1) the Liabilities transferred to FIM pursuant to paragraph 2(f) above;



(2) any Liabilities comprising or pertaining to, the undertaking and Property listed in sub paragraphs (2) to (13) of paragraph 2(e), be transferred to, and become the Liabilities of, FSL without further act or deed of any person. For the avoidance of doubt, the Liabilities to be transferred to, and to become the Liabilities of, FSL under this paragraph 2(g) includes any Liabilities of Fiducian relating to the employment of any person by Fiducian, and relating to the Group Services.

3. For the purposes of Order 2:

- (a) **Liabilities** means all liabilities however arising and whether present, unascertained, immediate, future or contingent, and including “liabilities” within the meaning of subsection 413(4) of the Corporations Act; and
- (b) **Property** means real and personal property (including “property” as defined in subsection 413(4) of the Corporations Act) and also any interest in such property, wherever located, whether tangible or intangible, including any part of the business or undertaking of a body corporate; things in action, including rights under any contract or other arrangement; any permit or licence; and, any other thing capable of being owned, transferred or otherwise dealt with.

4. Pursuant to s 413(1)(g) of the Corporations Act:

- (a) in contracts which form part of the Property transferred to, and vested in, FIM pursuant to paragraph 2(d) above and to which Fiducian is named as a party, any reference to Fiducian is to be read as a reference to FIM;
- (b) in contracts which form part of the Property transferred to, and vested in, FSL pursuant to paragraph 2(e) above and to which Fiducian is named as a party, any reference to Fiducian is to be read as a reference to FSL;
- (c) upon the Scheme becoming Effective (as defined in the Scheme), Fiducian may disclose to FIM and FSL all personal information (including tax file numbers) held by it;
- (d) as from the Transfer Time, each of FIM and FSL may use, disclose and otherwise handle all information transferred to, and vested in, it by these orders provided always that FIM and FSL will receive the information upon the same terms as Fiducian held the information and subject to the Liabilities of Fiducian in respect of that information; and
- (e) as from the Transfer Time, each of FIM and FSL or any director of FIM and FSL from time to time may sign all documents and do all things required to be



done by Fiducian, FIM or FSL to complete or perfect the transfer and vesting of the Property and Liabilities of Fiducian provided for in these orders, whether by lodgement, registration, notification or otherwise.

5. Pursuant to s 413(1)(c) of the Corporations Act, as from the Transfer Time, any legal proceedings pending by or against Fiducian will be deemed continued by or against (as the case may be) FSL, without the need for any further act or deed, other than appropriate amendment of the record of the relevant court or tribunal.
6. Pursuant to s 411(12) of the Corporations Act, Fiducian be exempted from compliance with s 411(11) of the Corporations Act in relation to the Scheme.
7. Liberty be reserved to any party for any consequential orders as may be considered necessary or desirable under s 413(1) of the Corporations Act in connection with the transfers to be effected pursuant to the orders in paragraphs 2 or 4 above.
8. These orders be entered forthwith.

**THE COURT NOTES THAT:**

9. Fiducian Group Limited will rely on the Court's approval of the Scheme for the purposes of qualifying for exemption from the registration requirements of the U.S. Securities Act of 1933, provided for by section 3(a)(10) of that Act, in connection with the implementation of, and the provision of consideration under, the Scheme.

Date that entry is stamped:

*Warrick Soden*  
Registrar



## Schedule

No: NSD1172/2014

Federal Court of Australia  
District Registry: New South Wales  
Division: General

Defendant FIDUCIAN SERVICES PTY  
LIMITED ACN 602 437 862