



DLA Piper Australia
Level 22
No. 1 Marjin Place
Sydney NSW 2000
GPO Box 4082
Sydney NSW 2001
Australia
DX 107 Sydney
T +61 2 9286 8000
F +61 2 9286 8007
W www.dlapiper.com

FAX

To	Market Announcements Office
Of	Australian Securities Exchange Limited
Fax number	1300 135 638
Subject	Notice of initial substantial holder
From	DLA Piper Australia
Pages	12 (including this page)
Our reference	AVY/363776/1/AUM/1208914647.1
Date	23 March 2015

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Message

2015.03.23

16:09

Pursuant to section 671B of the *Corporations Act 2001* (Cth), Carthona Capital FS Pty Limited As Trustee of The Carthona Strategic Trust ACN 600 937 933 discloses its initial substantial shareholding in Rubicor Group Limited ACN 110 913 365.

The Form 603 notice is **enclosed**.

Regards

A handwritten signature in black ink, appearing to be 'Troy J'.

DLA PIPER AUSTRALIA

Direct +61 2 9286 8000

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Form 603**Corporations Act 2001
Section 671B****Notice of initial substantial holder**To Company Name/Scheme RUBICOR GROUP LIMITEDACN/ABN 110 913 365**1. Details of substantial holder (1)**Name Carthona Capital FS Pty Limited (and other parties listed below in Section 3)ACN (if applicable) 600 937 933The holder became a substantial holder on 19 / 3 / 2015**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)
Fully Paid Ordinary Shares (Shares)	16,594,202	16,594,202	15.0%*

* Based on total shares outstanding of 127,222,217

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
Carthona Capital FS Pty Limited (Carthona FS)	Carthona FS as trustee of the Carthona Strategic Trust directly holds the 15% interest in Rubicor Group Limited, which it acquired under a placement, details of which are set out in Annexure A	16,594,202 Shares
Carthona Capital Pty Ltd (Carthona)	Carthona owns 100% of the shares in Carthona Capital FS Pty Ltd as trustee for Carthona Capital Ventures Trust	16,594,202 Shares
Carthona Capital Point Pty Ltd (Carthona Point)	Carthona Capital Point Pty Ltd is an associate of Carthona Capital Pty Ltd and therefore has voting power in the Shares in which Carthona Capital Pty Ltd has a relevant interest	16,594,202 Shares
Vale East Pty Ltd (VEPL)	VEPL owns 24.31% of the shares in Carthona Capital Pty Ltd as trustee for Dorrell Diederich Family Trust	16,594,202 Shares
Dean Dorrell (DD)	Mr Dorrell owns 100% of the shares in VEPL	16,594,202 Shares
Australian Mortgage Acquisition Company Pty Ltd (AMAC)	AMAC owns 44.87% of the units in the Carthona Strategic Trust	16,594,202 Shares

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
AMAC Group Holdings Pty Ltd (AMAC GHPL)	AMAC GHPL owns 100% of the shares in AMAC as trustee for the AMAC Trust.	16,594,202 Shares
Alceon Holdings Pty Ltd (AHPL)	AHPL owns 100% of the shares in AMAC GHPL	16,594,202 Shares
Alceon GT Pty Limited (Alceon GT)	Alceon GT owns 100% of the shares in Alceon Holdings Pty Ltd.	16,594,202 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
Parties listed in Section 3 above	Not applicable	Carthona Capital FS Pty Ltd Pty Ltd as trustee of the Carthona Strategic Trust	16,594,202 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the 4 months prior to the day that the substantial holder became a substantial holder is as follows:

\$0.047

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
Carthona Capital Point Pty Ltd ACN 600 938 925	Wholly-owned subsidiary of Carthona Capital Pty Ltd.

7. Addresses

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

Name	Address
Carthona Capital FS Pty Ltd ACN 600 937 933 (Carthona FS)	c/ Suite 1, Level 15, 1 Alfred St, Sydney NSW 2000
Carthona Capital Pty Ltd (Carthona)	c/ Suite 1, Level 15, 1 Alfred St, Sydney NSW 2000
Carthona Capital Point Pty Ltd ACN 600 938 925 (Carthona Point)	c/ Suite 1, Level 15, 1 Alfred St, Sydney NSW 2000
Vale East Pty Ltd (VEPL)	3 Mirimar Ave, Bronte NSW 2024
Dean Dorrell (DD)	3 Mirimar Ave, Bronte NSW 2024

Australian Mortgage Acquisition Company Pty Ltd (AMAC)	C/- Alceon Group Pty Ltd Level 16, 20 Hunter Street, Sydney NSW 2000
AMAC Group Holdings Pty Ltd (AMAC GHPL)	C/- Alceon Group Pty Ltd Level 16, 20 Hunter Street, Sydney NSW 2000
Alceon Holdings Pty Ltd (AHPL)	C/- Alceon Group Pty Ltd Level 16, 20 Hunter Street, Sydney NSW 2000
Alceon GT Pty Ltd (Alceon GT)	C/- Alceon Group Pty Ltd Level 16, 20 Hunter Street, Sydney NSW 2000

Signature

print name Dean Dorrell

capacity Director

sign here



Date 23 / 03 / 2015

This is Annexure A of 8 pages referred to in the Form 603 Notice of an Initial Substantial Shareholder



Dean Dorrell

23 March 2015

16 March 2015



Carthona Capital FS Pty Ltd As Trustee of The Carthona Strategic Trust
Suite 1 Level 15
Alfred Street Sydney

Attn: Mr Dean Dorrell
Email: dean@carthonacapital.com

Dear Dean,

Placement of ordinary shares in Rubicor Group Limited (Rubicor or the Company) – Carthona Capital FS Pty Ltd ACN 600 937 933 (Carthona)

1. INTRODUCTION

Rubicor is proposing to undertake a private placement of new fully paid ordinary shares (**Shares**) on the terms set out in this letter (**Placement**). Rubicor is seeking to raise approximately A\$779,927 by way of a placement of 16,594,202 Shares (**Placement Shares**) at A\$0.047 per Placement Share (**Placement Price**).

Rubicor will endeavour to raise further monies by way of a rights issue to existing Shareholders at the Placement Price (**Rights Issue**) and will endeavour to place any shortfall (**Rights Issue Shortfall**), as permitted under Chapter 7 of the ASX Listing Rules at a price equal to or no less than the Placement Price (**Rights Issue Shortfall**). The Rights Issue and Rights Issue Shortfall are together defined as the **Entitlement Offer**.

Rubicor is pleased to confirm conditional acceptance (per clause 6 below) of your offer to subscribe for Placement Shares under the Placement on the terms set out in this letter. Rubicor's conditional acceptance (per clause 6 below) of your offer to subscribe for Placement Shares gives rise to a binding and irrevocable agreement by you to subscribe for and acquire the number of Placement Shares specified in the table in Section 3 below and pay the application monies in accordance with the settlement instructions set out in this letter.

2. DETAILS OF THE PLACEMENT

The following are the principal details of the Placement:

Amount of Placement	A\$ 779,927.49
Use of Proceeds	<ul style="list-style-type: none">• Acceleration of completion of the Company's integrated technology platform; and• General working capital purposes.
Placement Shares	16,594,202 Shares in the Company to be issued under the Placement at the Placement Price which may be issued without shareholder approval under the Company's 15% placement capacity under ASX Listing Rule 7.
Placement Price	\$0.047 per Placement Share.

Rubicor Limited ACN 110 913 365
Level 11, Gold Fields House
1 Alfred St
Sydney NSW 2000

Participation in Rights Issue	The Placement Shares will be issued cum-entitlement and will be eligible to participate in the Rights Issue.
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The Placement is being made available to local investors in Australia who qualify as professional or sophisticated investors under the requirements of sections 9 and 708 of the *Corporations Act 2001* (Cth) (**the Corporations Act**) so that the Placement does not require disclosure under Part 6D of the Corporations Act.

The information in this letter is confidential and is subject to any confidentiality obligations agreed between the Company and Carthona.

3. PLACEMENT OFFER

We are pleased to have accepted your firm and irrevocable allocation of Placement Shares (**Allocation**), as detailed in the table below.

Applicant: Carthona Capital FS Pty Ltd
As Trustee of the Carthona Strategic Trust
Suite 1, Level 15
1 Alfred St
Sydney NSW 2000

ISSUE PRICE	QUANTITY (Shares)	SUBSCRIPTION AMOUNT (\$A)	SETTLEMENT DATE
A\$0.047 per Placement Share	16,594,202	\$779,927.49	19 March 2015

By signing and returning the attached Confirmation Advice you are confirming your irrevocable agreement to apply for the allotment and issue to you of the number of Placement Shares set out above on the terms set out in this letter without the need for any separate instrument of application by you.

Upon receipt of your signed Confirmation Advice the Company agrees (subject to applicable conditions in this letter) to allot and issue to you the number of Placement Shares set out above.

Upon the allotment of Placement Shares to you, you:

- (a) accept the Placement Shares issued to you on the terms of the offer as set out in this letter;
- (b) agree to be bound by the Company's constitution; and
- (c) authorise your name to be placed on the register of members of the Company as the legal owner of the Placement Shares issued to you.

By signing and returning the attached Confirmation Advice, you acknowledge that the Placement Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (**the US Securities Act**) or the laws of any state or jurisdiction in the United States, and therefore you covenant and agree not to offer, sell, pledge, transfer or otherwise dispose of the

Placement Shares except as permitted under the US Securities Act pursuant to registration or to an exemption from registration.

4. INDICATIVE TIMETABLE

The indicative timetable for the Placement is as follows:

Event	Date
Placement Announced	16 March 2015
Subscription monies received by Rubicor	19 March 2015
Allotment of Placement Shares	19 March 2015

Note:

1. The above timetable is indicative only and may change without consultation with you and subject to the terms of this letter, you are bound by the agreement arising from your acceptance of this offer notwithstanding any such changes to the timetable.
2. All times above are references to Sydney time.

5. ISSUE OF PLACEMENT SHARES

Subject to the Company receiving payment in full in cleared funds for the Placement Shares, the Company must:

- (a) Immediately allot and issue the relevant Placement Shares to the investor;
- (b) Immediately enter the investor in the Company's register of members as the holder of the relevant Placement Shares;
- (c) Within two (2) Business Days of the receipt by the Company of the subscription monies in cleared funds:
 - Despatch holding statements in respect of the Placement Shares to the investor in accordance with all applicable law;
 - Apply to ASX for official quotation of the Placement Shares in the same class and on the same terms as all other Shares quoted on ASX; and
 - Take all other steps necessary to give effect to the allotment of the Placement Shares to the investor in accordance with all applicable law; and
- (d) Subject to paragraph 10(j), ensure that on issue of the relevant Placement Shares it lodges with the ASX a notice in accordance with section 708A(5)(e) of the Corporations Act in respect of such Placement Shares.

Until allotment of the Placement Shares, the Company will hold application funds in a separate subscription account. Any refunds for applications not allotted will be made without charge or interest.

6. CONDITIONS SUBSEQUENT

Rubicor agrees to the following, conditional upon receipt of the application monies and allotment and issue of the Placement Shares to Carthone:

- (a) Rubicor will implement the Rights Issue as soon as practicable. The type of offer, structure and size of the Rights Issue will be determined in the unfettered and absolute discretion of the Board of Directors of Rubicor (the Board). The value of the Shares to be offered under the Rights Issue approximately A\$500,000 (or such greater amount determined by the Company). The Rights Issue will be conducted in accordance with a timetable permitted by ASX Appendix 7A

and any Rights Issue Shortfall placed within the time permitted by Exception 9 of ASX Listing Rule 7.2;

- (b) Carthona will have the right to nominate a person for appointment as a Director of Rubicor to the Board within 12 months of the Allotment Date. The nomination process will be co-ordinated between Carthona and the Chairman of the Board. The Board will not unreasonably withhold acceptance of any nomination by Carthona, and subject to appropriate director checks (including criminal history and bankruptcy checks), will upon acceptance of the nomination appoint the person in accordance with the Company's Constitution and the ASX Listing Rules.

7. RIGHTS ATTACHING TO THE PLACEMENT SHARES

The Company warrants that the Placement Shares will be fully paid, validly issued and will rank equally in all respects with existing Shares as at the date of allotment of the Placement Shares. The Company has agreed to apply to ASX for official quotation of the Placement Shares on ASX. Please note that Market Participants (as defined in the ASX Market Rules) cannot deal in the Placement Shares either as principal or agent until official quotation is granted in respect of the Placement Shares. The Company represents and warrants that:

- (a) the offer of the Placement Shares will be undertaken in compliance with section 708A of the Corporations Act and the Company is not aware of any condition or requirement of such provision that it will not be able to satisfy for the purposes of the Placement;
- (b) no ASIC determination under subsections 708A(2) is in force in relation to the Company; and
- (c) it is not issuing the Placement Shares with the purpose of the persons to whom they are issued selling or transferring the securities, or granting, issuing or transferring interest in or options or warrants over them.

You should inform yourself as to the terms of sections 707, 708, and 708A of the Corporations Act (which may affect your ability to resell your Placement Shares).

8. ALLOCATION PERSONAL

As you have made an irrevocable offer to subscribe for Placement Shares, those Placement Shares will be issued to you personally and you may not, prior to official quotation of the Placement Shares, assign, transfer, or in any other manner, deal with your rights or obligations under this letter, without the prior written agreement of the Company. Where you accepted the offer of the Placement Shares on behalf of your clients you must ensure that any such client performs its obligations herein.

9. COMMISSION

No commission is payable to you in relation to the Placement.

No additional brokerage or commission will be payable to you in respect of applications for shares which also bear a broker's or dealer's certification stamp.

You must pay your own costs in connection with the Placement.

10. TERMINATION

If the Placement does not proceed for any reason this letter will at the election of the Company terminate immediately without any obligation to you. You otherwise have no right of termination of the obligations set out in this letter. Your liability under this letter will cease only when you lodged valid application(s) and pay for your Allocation.

11. REPRESENTATIONS, WARRANTIES AND AGREEMENTS

By submitting an irrevocable offer to subscribe for Placement Shares, signing and returning the attached Confirmation Advice, or accepting the issue of Placement Shares you represent, warrant, acknowledge and agree for the benefit of the Company and its respective related bodies corporate and any directors, officers, employees, agents or advisers of any of them (**Affiliates**) that:

- (a) you have received, read and understood, and agree to be bound by and confirm your compliance with applicable provisions of this letter, and any documents or forms attached to this letter;
- (b) the acknowledgements, representations, warranties and agreements in this letter, your executed Confirmation Advice (**Relevant Documents**), are true and correct with respect to you, your nominated custodian and any person on whose behalf you are acquiring Placement Shares;
- (c) you have the power and authority to enter into and perform your obligations set out in this letter and that neither your Allocation nor the performance by you of your obligations will breach any applicable law including (without limitation) Chapter 6 of the Corporations Act;
- (d) your Allocation to subscribe for your allocation of Placement Shares is binding and irrevocable and you will subscribe for, and provide the relevant application monies for, up to the number of Placement Shares specified on your Confirmation Advice if and when called upon by the Company to do so;
- (e) if you are in Australia you are a "Sophisticated Investor" under section 708(8) of the Corporations Act (see definition in Annexure) or a "Professional Investor" under section 708(11) of the Corporations Act (see definition in Annexure) and that the Placement Shares were offered to you on the basis that you are and represent that you are a person to whom a prospectus or other disclosure document is not required to be given under chapter 6D of the Corporations Act;
- (f) if you are outside Australia, you are a person to whom an invitation or offer to subscribe for and purchase Placement Shares in the manner contemplated by this letter is permitted by the laws of the jurisdiction in which you are situated, and to whom Placement Shares can lawfully be issued under all applicable laws, without the need for any registration, filing or lodgement. This letter does not constitute an offer to subscribe for Placement Shares in any jurisdiction in which, or to any person to whom, such an offer would be illegal;
- (g) you are in compliance with all relevant laws and regulations and will not cease to be in compliance if you apply for Placement Shares on the terms set out in this letter;
- (h) you are not subscribing for Placement Shares for the purpose of selling or transferring the Placement Shares issued to you or granting, issuing or transferring interests in, or options over the Placement Shares within 12 months after their date of issue. This confirmation is understood to be a statement of present intention only but not an undertaking not to sell, particularly where your investment objectives or market conditions change;
- (i) no disclosure document has been prepared under the Corporations Act in connection with the offer of the Placement Shares;
- (j) you are aware that section 708A(5) may not apply to an offer of the Placement Shares for re-sale in the event that the Company does not satisfy the requirements under subsections 708A(5) or the notice given under subsection 708A(5)(e) does not comply with subsection

708A(6) and, in that case, an offer to sell your Placement Shares within 12 months after they are issued will require disclosure under section 707(3) of the Corporations Act, unless an exception applies. In such circumstances, the Company will use its best endeavours to either release a disclosure document within 45 days of the allotment of the relevant Placement Shares in accordance with section 707(3) of the Corporations Act or delay settlement of the relevant Placement Shares for a period of no more than 10 business days to allow the Company to release any price sensitive information required to be released prior to the Company lodging a notice in accordance with subsection 708A(5)(e) of the Corporations Act;

- (k) you have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of a subscription for Placement Shares, and that an investment in Placement Shares involves a degree of risk;
- (l) you have the financial ability to bear the economic risk of an investment in Placement Shares;
- (m) you are aware that publicly available information about Rubicor can be obtained from ASX (including its website <http://www.asx.com.au>) and that certain publicly available information about Rubicor can be obtained free of charge from Rubicor's web site: www.Rubicor.com.au;
- (n) you have had access to all information that you believe is necessary or appropriate in connection with your application for Placement Shares and the Placement. You acknowledge and agree that you will not hold Rubicor or any of its Affiliates responsible for any misstatements in, or omissions from, any publicly available information concerning Rubicor, the Placement Shares or the Placement;
- (o) you have made and relied upon your own assessment of Rubicor and have conducted your own investigation with respect to the Placement Shares and Rubicor including, without limitation, the particular tax consequences of subscribing, owning or disposing of Placement Shares in light of your particular situation as well as any consequences arising under the laws of any other taxing jurisdiction, and decided to participate based on your own enquiries and professional advice, and not in reliance on any act or representation made by Rubicor;
- (p) you have not relied on any representations made by Rubicor, or any of their Affiliates except as set out in this letter and the accompanying representation letter of even date;
- (q) this letter does not constitute a securities recommendation or financial product advice and that Rubicor has not considered your particular objectives, financial situation and needs;
- (r) to be bound by the provisions of the constitution of Rubicor upon allotment of Placement Shares to you;
- (s) except to the extent that liability cannot by law be excluded, that none of Rubicor, Carthona or any of their Affiliates, accept any responsibility in relation to the Placement;
- (t) you are not a Related Party (as defined in section 228 of the Corporations Act or treated as such for the purposes of ASX Listing Rule 10.11) of Rubicor;
- (u) the Company is not issuing Placement Shares for the purpose of you selling or transferring them (or granting, issuing or transferring interests in, or options over, them);
- (v) any issue of Placement Shares to you pursuant to your Allocation is subject to the completion of the Placement;
- (w) If you are a financial services licensee (as defined in the Corporations Act) that intends to allocate the Placement Shares to persons prior to settlement, each person that receives an allocation of Securities is a "sophisticated investor" or "professional investor" within the meaning of section 708 of the Corporations Act and that you have appropriate records to evidence this;

- (x) if you are acquiring any Placement Shares for the account of one or more investors, you have the authority to make the representations, warranties, acknowledgements and agreements herein on behalf of each such investor and you will take reasonable steps to ensure that any such investor will comply with their obligations as you have agreed for them;
- (y) the offer and sale to you of the Placement Shares has not been and will not be registered under the US Securities Act or the laws of any state or other jurisdiction in the United States except as permitted under the US Securities Act pursuant to registration or to an exemption from registration. Therefore, you agree that you may not and will not offer, sell, pledge, transfer or otherwise dispose of any Placement Shares in the United States or for the account or benefit of a U.S. person (as defined in Regulation S of the US Securities Act) (**US Person**) unless and until the Placement Shares are registered under the US Securities Act (which you acknowledge Rubicor has no obligation to do) or offered, sold, pledged, transferred or otherwise disposed of in a transaction exempt from, or not subject to, the registration requirements of the US Securities Act or the laws of any state or other jurisdiction in the United States;
- (z) at the time that you sign and return the attached Confirmation Advice to the Company and at the time of allotment of the Placement Shares you are and will be outside the United States, and you are not a US Person, and are not and will not be acquiring the Placement Shares on behalf of or for the account of or benefit of, a US person;
- (aa) and
- (bb) Rubicor and its Affiliates will rely upon the truth and accuracy of the foregoing acknowledgments, representations, warranties and agreements and agree that if any such acknowledgments, representations or warranties are no longer accurate, you will notify the Company immediately. You unconditionally and irrevocably indemnify Rubicor up to the value of Carthona's investment, and its Affiliates against any claims, demands, loss, damages, costs, expenses and liabilities suffered or incurred directly or indirectly and arising out of or in relation to any breach by you of the acknowledgments, representations, warranties and agreements under this letter. If you have material non-public information regarding the Company, insider trading restrictions may apply to you, and that you will not, and will not cause any other person to, acquire any of the Company's securities after you have had access to material non-public information if doing so would be a breach of insider trading restrictions.

12. SETTLEMENT

Please complete the **Confirmation Advice** attached, confirming your irrevocable and unconditional acceptance of the offer of Placement Shares and your investor registration details, and return it to the Company immediately. Attention: Mr Sharad Loomba sharad.loomba@rubicor.com.au. You may not withdraw the Confirmation Advice after it has been submitted to the Company.

Please remit your funds to Rubicor Limited share application account with the following details:

Account Name:	Rubicor Group Limited
Bank Name:	Australia & New Zealand Bank
Bank Address:	Cnr Pitt and Hunter Streets Sydney NSW 2000
BSB:	012-003
Account No:	83705-0261

Please quote the following reference on your bank deposit/transfer: **RUB – CARTHONA PLACEMENT**

The Company will apply to the Australian Securities Exchange (**ASX**) to obtain quotation of the Placement Shares on ASX following allotment of the relevant Placement Shares. The National Guarantee Fund will not cover settlement of transactions before commencement of trading of the Placement Shares on SEATS.

You indemnify the Company for any cost or loss associated with your failure to apply for all or part of the Placement Shares by the time required by this letter.

All settlement queries should be directed to Sharad Loomba on 8061 0024.

13. OTHER TERMS AND CONDITIONS

You acknowledge that:

- (a) the agreement between you and the Company arising out of your acceptance of the terms of your Allocation shall be governed by the laws of New South Wales and you are obliged to submit to the exclusive jurisdiction of the Courts of that State;
- (b) the terms contained in this letter including without limitation your executed Allocation Confirmation Advice constitute the entire agreement between you and the Company as to the Placement and your participation in the Placement to the exclusion of all prior representations, understandings and agreements between you and the Company; and
- (c) this letter of offer may be accepted by execution in counterpart which taken together with this letter shall constitute one and the same Instrument. A facsimile bearing the signature of any of the persons, printed mechanically with its authority, shall be deemed to be this letter signed by each person.

IMPORTANT NOTES

You must rely on your own enquiries and advice in respect to this investment. Participation in the Placement should be considered speculative.

Any questions on the Company or these arrangements should be directed to Sharad Loomba on 8061 0024.

Yours sincerely

Rubicor Group Limited



Kevin Levine
Chief Executive Officer



John Pettigrew
Chairman