

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme: **WILSON GROUP LIMITED**

ACN/ARSN **100 325 184**

1. Details of substantial shareholder

Name **Deutsche Bank AG and its related bodies corporate (together, the "Deutsche Bank Group")**

ACN/ARSN (if applicable) **064 165 162**

There was a change in the interests of the substantial holder on **16 May 2016**

The previous notice was given to the company on **26 March 2015**

The previous notice was dated **24 March 2015**

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 share	20,502,303	18.82%	10,251,151	9.27% (excluding any securities that might be issued by the Company as part of the transaction announced by it on 17 May 2016)

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 (Ordinary shares)	Person's votes affected
16/05/2016	Deutsche Australia Limited	Sell	\$0.95	-10,251,152	-10,251,152

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 (Ordinary shares)	Person's Votes
Deutsche Australia Limited	Deutsche Australia Limited	N/A	Power to dispose of, or control the exercise of a power to dispose of, the securities held in capacity as principal	10,251,151	10,251,151

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:

Name and ACN/ARSN (if applicable)	Nature of association
N/A.	

6. Addresses

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

Name	Address
Deutsche Australia Limited	Level 16, Deutsche Bank Place, Corner Hunter and Philip Street, Sydney, NSW, Australia 2000



Signature

Name Carmen Chan

Deutsche Bank AG, Hong Kong Branch

17 May 2016

Share Purchase Agreement

(relating to Wilson Group Limited)

Deutsche Australia Limited
Each party set out in Schedule 1

16 May 2016

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Parties

- 1 **Deutsche Australia Limited** (ACN 006 385 593) (**Seller**)
 - 2 Each party set out in Schedule 2 (**Buyer**)
-

Background

- A The Seller owns the Relevant Shares in the Company.
- B The Buyer intends to contemporaneously enter into a separate share purchase agreement under which they will sell all their shares in Pinnacle to the Company.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this agreement.

2 Sale and purchase of Relevant Shares

- (a) The Seller must sell the Relevant Shares to the Buyer and the Buyer must buy the Relevant Shares from the Seller:
 - (i) for \$0.95 per Relevant Share, less the amount of any special dividends of up to a maximum amount of 5 cents per Relevant Share declared on the Relevant Shares between the date of this agreement and Completion., provided that the declared dividend has a record date for determining entitlement to the dividend which is prior to Completion (**Purchase Price**);
 - (ii) on the Completion Date;
 - (iii) free from any Encumbrance; and
 - (iv) subject to clause 2(a)(i), with all rights attached to or accruing to them on and from the Completion Date.

- (b) The number of Relevant Shares offered to the Buyer is set out in Schedule 2.

3 Conditions precedent

3.1 Conditions precedent to Completion

The Buyer and Seller are only obliged to perform their obligations in relation to clauses 3.2 and 5 if the following Conditions are satisfied or waived by the Buyer and/or the Seller (as applicable):

Condition
(a) Share purchase agreement: The Company and the Buyer execute and complete a share sale agreement under which the Company buys the Buyer's shares in Pinnacle and are allotted Replacement Shares.
(b) Loan agreements: The Company and Andrew Chambers enter into a loan agreement in the amount of \$500,000.40 for the purpose of providing financial assistance to the Buyer to buy a portion of the Relevant Shares.
(c) WIG Side Letter: The Company and the Seller execute the WIG Side Letter in a form acceptable to the Seller (acting reasonably).
(d) Buyers' Representative Side Letter: The Buyers' Representative, the Seller and the Buyer execute the Buyer's Representative Side Letter in a form acceptable to the Seller (acting reasonably).
(e) Meeting materials: The meeting materials other than the independent expert's report distributed in relation to the extraordinary general meeting of the Company do not disclose any new material information in relation to the transaction (as defined in the ASX announcement released by the Company on the date of this agreement) which is in addition to, or inconsistent with, the information contained in the ASX announcement released by the Company on the date of this agreement.

3.2 Satisfaction or waiver of Conditions

- (a) The Buyer must use all reasonable endeavours to:
- (i) satisfy the Conditions in clauses 3.1(a), (b), (d) (as it relates to the Buyer) and (e) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.
- (b) The Seller must use all reasonable endeavours to:
- (i) satisfy the Conditions in clause 3.1(c) and (d) (as it relates to the Seller) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.

- (c) The Buyer must promptly notify the Seller in writing if they become aware that a Condition in clauses 3.1(a), (b), (d) (as it relates to the Buyer) or (e) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (d) The Seller must promptly notify the Buyer in writing if it becomes aware that a Condition in clauses 3.1(c) or (d) (as it relates to the Seller) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (e) Subject to clause 3.2(f):
 - (i) the Condition in clause 3.1(a) can only be waived by both the Buyer and the Seller prior to the Conditions Precedent Date, giving written notice to each other (as applicable) specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law);
 - (ii) the Condition in clause 3.1(b) can only be waived by the Buyer at any time prior to the Conditions Precedent Date, by giving written notice to the Seller specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law); and
 - (iii) the Conditions in clauses 3.1(c), (d) or (e) can only be waived by the Seller at any time prior to the Conditions Precedent Date, by giving written notice to the Buyer specifying that it no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (f) A Condition may only be waived if the Buyer or the Seller (as applicable) give notice to the Seller or the Buyer (as applicable) prior to the Conditions Precedent Date, specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (g) The Buyer or the Seller (as applicable) may terminate this agreement by giving not less than 2 Business Days written notice to the Seller or the Buyer (as applicable) if at any time before Completion and subject to this clause 3:
 - (i) a Condition is not satisfied or waived by the Buyer and/or the Seller (as applicable) by the Conditions Precedent Date; or
 - (ii) the Buyer and/or the Seller (as applicable) have given notice that a Condition is incapable of being satisfied by the Conditions Precedent Date (unless that Condition is satisfied before the notice is given).

4 Agreement not to dispose of Relevant Shares

- (a) The Seller agrees to not to sell, dispose of, or otherwise deal with, or create or allow to exist any Encumbrance in connection with, the Relevant Shares or any of them or any interest therein, or to agree to do any of those things while this agreement is in force, except to transfer the Relevant Shares to the Buyer (or its nominees).

- (b) Nothing in this agreement will be taken to restrict the ability of the Seller to exercise votes attaching to any of its Relevant Shares (prior to transfer under this agreement) or any other Shares held by the Seller (if any) in the Seller's absolute discretion.

5 Completion

5.1 Time and place for Completion

Completion will occur at Clayton Utz offices, Level 15, 1 Bligh Street, Sydney at 10am on Completion Date.

5.2 Simultaneous actions on Completion

All actions at Completion will be taken to take place simultaneously and a delivery or payment will not be regarded as having been made until all deliveries, payments and share allotments to be made on Completion have been made, unless waived by the relevant party.

5.3 The Seller's obligations

- (a) On the Completion Date, the Seller must do all acts and things and execute and deliver to the Buyer (or as directed by the Buyer) validly executed transfer forms relating to the Relevant Shares in favour of the Buyer (or their nominees)) as required to register and make the Buyer (or their nominees) the legal and beneficial owners of the Relevant Shares as set out in Schedule 2, but subject to clause 2(b).
- (b) The parties agree that the sale and purchase of the Relevant Shares will occur via special crossing under the ASX Market Rules prior to the commencement of trading on ASX on the Completion Date.

The Seller is not required to comply with its obligations under this clause 5.3 unless Completion occurs simultaneously with completion under the Share Purchase Agreements.

5.4 Buyer's obligations

The Buyer must pay to the Seller the Purchase Price for the Relevant Shares transferred to them in cleared funds into an account nominated by the Seller in writing.

5.5 Failure by a party to Complete

If a party does not Complete, other than as a result of default by the other party or a condition not being satisfied, the non-defaulting party may give the defaulting party notice requiring it to Complete within 7 days of receipt of the notice. If the defaulting party does not Complete within this period, the non-defaulting party may choose either to proceed for specific performance or terminate this agreement. In either case, the non-defaulting party may seek damages for the default.

5.6 Effect of termination

If this agreement is terminated under clause 5.5 then, in addition to any other rights, powers or remedies provided by law each party retains the rights it has against any other party in connection with any breach or claim that has arisen before termination.

The termination of this agreement under this clause does not affect any other rights the parties have against one another at law or in equity and clause 7, clause 8.12 and clause 8.13.

5.7 Title and risk

Beneficial ownership of and risk in the Relevant Shares will pass from the Seller to the Buyer on Completion.

6 Representations and warranties

- (a) The Seller represents and warrants to the Buyer that the Seller is the beneficial owner of all the Relevant Shares and is free to enter into this agreement and that the Relevant Shares are not subject to any Encumbrance that would fetter or compromise the ability of the Seller to comply with its obligations under this agreement.
- (b) The representations and warranties in clause 6(a) are given by the Seller on the date of this agreement and are also given at the time of transfer of those Relevant Shares to the Buyer (or its nominees).
- (c) The Seller acknowledges that the Buyer has entered into this agreement in reliance on the representations and warranties in this clause 6.
- (d) The parties agree that nothing in this agreement:
 - (i) entitles the Buyer to any rights in respect of the Shares of the Company other than the power to control the disposal of the Relevant Shares; or
 - (ii) constitutes an agreement, arrangement or understanding for the purpose of controlling or influencing the composition of the Company's board or the conduct of the Company's affairs.
- (e) The Buyer represents and warrants to the Seller that each of the following statements is correct and not misleading in any material respect on the date of this agreement and will be correct and not misleading, in any material respect, as at the Completion Date as if made on and as at each of those dates:
 - (i) it has been established as an entity in accordance with the laws in its place of incorporation and is validly existing under those laws;
 - (ii) it has the power to enter into and perform this agreement and each document to be executed at or before Completion to which it is a party and to comply with its obligations under them;
 - (iii) its obligations under this agreement are valid and binding and enforceable against it;
 - (iv) it has in full force and effect the authorisations necessary for it to enter into this agreement and each document to be executed at or before Completion to which it is a party, to comply with its obligations and exercise its rights under them and to allow them to be enforced;
 - (v) this agreement and the performance by the Buyer of its obligations under it do not contravene its constitution or any law or regulation by which it is bound or cause a default under any agreement, undertaking or other

obligation by which it is bound, nor is it required to make any notification or obtain any consent, licence or approval to enter into or perform this agreement;

- (vi) the Buyer is not in possession of any information (other than the fact of its own intention to enter into this agreement) which constitutes “inside information” for purposes of the Corporations Act in relation to the Company; and
- (vii) the Buyer is not insolvent.

7 Confidentiality

7.1 No announcement or other disclosure

Except as permitted by clause 7.2, each party must keep confidential the existence of and the terms of this agreement (including the parties to this agreement and the fact of any of their involvement in the matters the subject of this agreement) and all negotiations between the parties in relation to the subject matter of this agreement.

7.2 Permitted disclosure

Nothing in this agreement prevents a person from disclosing matters referred to in clause 7.1:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential, has before disclosure is made, notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) to any professional adviser of a party who has been retained to advise in relation to the transactions contemplated by this agreement or any auditor of a party who reasonably requires to know;
- (c) with the prior written approval of the party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or
- (d) where the matter has come into the public domain otherwise than as a result of a breach by any party of this agreement.

8 General

8.1 Notices

- (a) Unless expressly stated otherwise in this agreement and subject to clause 8.2, a notice or other communication given under this agreement (**Notice**):
 - (i) must be in legible writing and in English;

- (ii) must be addressed to the addressee at the address or email address set out below or to any other address, facsimile number or email address a party notifies to the other under this clause:

- (A) if to the Seller:

Address	Level 16, 126 Phillip Street
Attention	Chief Operating Officer
Email	johncincotta@db.com

- (B) if to the Buyer, to the Buyer's Representative:

Address	335 Barkly Street, Elwood VIC 3184
Attention	Andrew Chambers
Email	andrew.chambers@pinnacleinvestment.com.au

- (iii) must be signed by the sender (if an individual) or an officer of the sender; and

- (iv) is deemed to be received by the addressee in accordance with clause 8.1(b).

- (b) A Notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;
 - (ii) if by post, 5 Business Days from and including the date of postage; or
 - (iii) 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.

8.2 Notices sent by email

- (a) Notices sent by email need not be marked for attention in the way stated in clause 8.1. However, the email must state the first and last name of the sender.
- (b) Notices sent by email are taken to be signed by the named sender.

8.3 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to the intentions evidenced by this agreement.

8.4 Governing law and jurisdiction

This agreement is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.

8.5 Entire agreement

This agreement, the WIG Side Letter and the Buyers' Representative Side Letter supersede all previous agreements about its subject matter and embodies the entire agreement between the parties.

8.6 Survival and merger

No term of this agreement merges on completion of any transaction contemplated by this agreement.

8.7 Variation

No variation of this agreement is effective unless made in writing and signed by each party.

8.8 Waiver

No waiver of a right or remedy under this agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

8.9 Relationship of the parties

Nothing in this agreement is intended to constitute a relationship of employment, trust, agency or partnership or any other fiduciary relationship between the parties and no party has authority to bind any other party.

8.10 Severability

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

8.11 Assignment, novation and other dealings

A party must not assign or novate this agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of each other party which consent is not to be unreasonably withheld.

8.12 Stamp duties

The Buyer must pay all stamp duties, other duties and similar taxes, on the transfer of Relevant Shares to it together with any related fees, penalties, fines, interest or statutory charges, in respect of this agreement, the performance of this agreement and each transaction effected or contemplated by or made under this agreement.

8.13 Costs

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

8.14 Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this agreement.

1 Dictionary

In this deed:

Buyers' Representative Side Letter means the side letter dated on or about the date of this agreement between Mr Ian Macoun, the buyer under the Share Purchase Agreements and the Seller.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Sydney, Australia.

Company means Wilson Group Limited (ACN 100 325 184).

Completion means the completion of sale and purchase of Relevant Shares in accordance with clause 5.

Completion Date means the date on which completion under the share purchase agreement referred to in Condition (a) between the Buyer and the Company occurs.

Condition means each of the conditions listed in clause 3.1.

Conditions Precedent Date means 31 August 2016.

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

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant or any other security arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Pinnacle means Pinnacle Investment Management Ltd (ACN 109 659 109).

Purchase Price has the meaning given in 2(a)(i).

Relevant Shares means 555,556 Shares owned by the Seller representing approximately 0.503% of all Shares as at the date of this agreement.

Replacement Shares means the ordinary shares issued in the Company to be allotted to the Buyer under the share purchase agreement between the Company and the Buyer.

Shares means ordinary shares in the capital of Company.

Share Purchase Agreements means each of:

- (a) the share purchase agreement between the Seller, Mr Ian Macoun, Macoun Superannuation Pty Ltd ATF the Macoun Superannuation Fund, Macoun Generation Z Pty Ltd ATF the Macoun Generation Z Family Trust, Macoun Family Superannuation Pty Ltd ATF the Macoun Family Superannuation Fund and NTQ Pty Limited ATF the Macoun Family Trust dated on or about the date of this agreement;

- (b) the share purchase agreement between the Seller and AJF Squared Pty Ltd ATF AJF Squared Family Trust dated on or about the date of this agreement;
- (c) the share purchase agreement between the Seller and Adrian Whittingham ATF the Adrian Whittingham Family Trust dated on or about the date of this agreement;
- (d) the share purchase agreement between the Seller, Usinoz Pty Ltd ATF the Ihlenfeldt Family Trust and Restinoz Pty Ltd ATF the Restinoz Super Fund dated on or about the date of this agreement;
- (e) the share purchase agreement between the Seller, Andrew Chambers ATF the Andrew C Chambers Family Trust and Fleur Chambers ATF the Andrew C Chambers Family Trust dated on or about the date of this agreement; and
- (f) the share purchase agreement between the Seller, Mark Cormack ATF the Cormack Family Trust and Melanie Cormack ATF the Cormack Family Trust dated on or about the date of this agreement.

WIG Side Letter means the side letter dated on or about the date of this agreement between the Company and the Seller.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;

- (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
- (viii) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day, where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located, and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

Schedule 2

Buyer and Relevant Shares

Buyer	Relevant Shares
Andrew Chambers and Fleur Chambers as trustees for the Andrew C Chambers Family Trust	555,556 Ordinary shares issued in the Company

Execution page

Signed as an agreement.

SIGNED by JOHN CINCOTTA
AND DAVID IRVING as
attorney for **DEUTSCHE AUSTRALIA**
LIMITED under power of attorney dated
16 JUNE 2014 in the presence of:

Signature of witness

CAMERON BRUCE

Name of witness (block letters)

Signature of witness

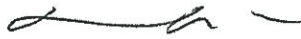
CAMERON BRUCE

Name of witness (block letters)

By executing this document the
attorney states that the attorney has
received no notice of revocation of the
power of attorney

By executing this document the
attorney states that the attorney has
received no notice of revocation of the
power of attorney

Signed by **Andrew Chambers** in the presence of:



Signature of witness

JAMES RICHARD GEER

Full name of witness

Signed by **Andrew Chambers as trustee for the Andrew C Chambers Family Trust** in the presence of:

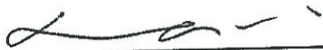


Signature of witness

JAMES RICHARD GEER

Full name of witness

Signed by **Fleur Chambers as trustee for the Andrew C Chambers Family Trust** in the presence of:



Signature of witness

JAMES RICHARD GEER

Full name of witness



Signature



Signature



Signature

Share Purchase Agreement

(relating to Wilson Group Limited)

Deutsche Australia Limited
Each party set out in Schedule 1

16 May 2016

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Parties

- 1 **Deutsche Australia Limited** (ACN 006 385 593) (**Seller**)
 - 2 Each party set out in Schedule 2 (**Buyer**)
-

Background

- A The Seller owns the Relevant Shares in the Company.
- B The Buyer intends to contemporaneously enter into a separate share purchase agreement under which they will sell all their shares in Pinnacle to the Company.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this agreement.

2 Sale and purchase of Relevant Shares

- (a) The Seller must sell the Relevant Shares to the Buyer and the Buyer must buy the Relevant Shares from the Seller:
 - (i) for \$0.95 per Relevant Share, less the amount of any special dividends of up to a maximum amount of 5 cents per Relevant Share declared on the Relevant Shares between the date of this agreement and Completion., provided that the declared dividend has a record date for determining entitlement to the dividend which is prior to Completion (**Purchase Price**);
 - (ii) on the Completion Date;
 - (iii) free from any Encumbrance; and
 - (iv) subject to clause 2(a)(i), with all rights attached to or accruing to them on and from the Completion Date.

- (b) The number of Relevant Shares offered to the Buyer is set out in Schedule 2.

3 Conditions precedent

3.1 Conditions precedent to Completion

The Buyer and Seller are only obliged to perform their obligations in relation to clauses 3.2 and 5 if the following Conditions are satisfied or waived by the Buyer and/or the Seller (as applicable):

Condition
(a) Share purchase agreement: The Company and the Buyer execute and complete a share sale agreement under which the Company buys the Buyer's shares in Pinnacle and are allotted Replacement Shares.
(b) Loan agreements: The Company and Mark Cormack enter into a loan agreement in the amount of \$500,000.40 for the purpose of providing financial assistance to the Buyer to buy a portion of the Relevant Shares.
(c) WIG Side Letter: The Company and the Seller execute the WIG Side Letter in a form acceptable to the Seller (acting reasonably).
(d) Buyers' Representative Side Letter: The Buyers' Representative, the Seller and the Buyer execute the Buyer's Representative Side Letter in a form acceptable to the Seller (acting reasonably).
(e) Meeting materials: The meeting materials other than the independent expert's report distributed in relation to the extraordinary general meeting of the Company do not disclose any new material information in relation to the transaction (as defined in the ASX announcement released by the Company on the date of this agreement) which is in addition to, or inconsistent with, the information contained in the ASX announcement released by the Company on the date of this agreement.

3.2 Satisfaction or waiver of Conditions

- (a) The Buyer must use all reasonable endeavours to:
- (i) satisfy the Conditions in clauses 3.1(a), (b), (d) (as it relates to the Buyer) and (e) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.
- (b) The Seller must use all reasonable endeavours to:
- (i) satisfy the Conditions in clause 3.1(c) and (d) (as it relates to the Seller) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.

- (c) The Buyer must promptly notify the Seller in writing if they become aware that a Condition in clauses 3.1(a), (b), (d) (as it relates to the Buyer) or (e) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (d) The Seller must promptly notify the Buyer in writing if it becomes aware that a Condition in clauses 3.1(c) or (d) (as it relates to the Seller) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (e) Subject to clause 3.2(f):
 - (i) the Condition in clause 3.1(a) can only be waived by both the Buyer and the Seller prior to the Conditions Precedent Date, giving written notice to each other (as applicable) specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law);
 - (ii) the Condition in clause 3.1(b) can only be waived by the Buyer at any time prior to the Conditions Precedent Date, by giving written notice to the Seller specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law); and
 - (iii) the Conditions in clauses 3.1(c), (d) or (e) can only be waived by the Seller at any time prior to the Conditions Precedent Date, by giving written notice to the Buyer specifying that it no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (f) A Condition may only be waived if the Buyer or the Seller (as applicable) give notice to the Seller or the Buyer (as applicable) prior to the Conditions Precedent Date, specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (g) The Buyer or the Seller (as applicable) may terminate this agreement by giving not less than 2 Business Days written notice to the Seller or the Buyer (as applicable) if at any time before Completion and subject to this clause 3:
 - (i) a Condition is not satisfied or waived by the Buyer and/or the Seller (as applicable) by the Conditions Precedent Date; or
 - (ii) the Buyer and/or the Seller (as applicable) have given notice that a Condition is incapable of being satisfied by the Conditions Precedent Date (unless that Condition is satisfied before the notice is given).

4 Agreement not to dispose of Relevant Shares

- (a) The Seller agrees to not to sell, dispose of, or otherwise deal with, or create or allow to exist any Encumbrance in connection with, the Relevant Shares or any of them or any interest therein, or to agree to do any of those things while this agreement is in force, except to transfer the Relevant Shares to the Buyer (or its nominees).

- (b) Nothing in this agreement will be taken to restrict the ability of the Seller to exercise votes attaching to any of its Relevant Shares (prior to transfer under this agreement) or any other Shares held by the Seller (if any) in the Seller's absolute discretion.

5 Completion

5.1 Time and place for Completion

Completion will occur at Clayton Utz offices, Level 15, 1 Bligh Street, Sydney at 10am on Completion Date.

5.2 Simultaneous actions on Completion

All actions at Completion will be taken to take place simultaneously and a delivery or payment will not be regarded as having been made until all deliveries, payments and share allotments to be made on Completion have been made, unless waived by the relevant party.

5.3 The Seller's obligations

- (a) On the Completion Date, the Seller must do all acts and things and execute and deliver to the Buyer (or as directed by the Buyer) validly executed transfer forms relating to the Relevant Shares in favour of the Buyer (or their nominees)) as required to register and make the Buyer (or their nominees) the legal and beneficial owners of the Relevant Shares as set out in Schedule 2, but subject to clause 2(b).
- (b) The parties agree that the sale and purchase of the Relevant Shares will occur via special crossing under the ASX Market Rules prior to the commencement of trading on ASX on the Completion Date.

The Seller is not required to comply with its obligations under this clause 5.3 unless Completion occurs simultaneously with completion under the Share Purchase Agreements.

5.4 Buyer's obligations

The Buyer must pay to the Seller the Purchase Price for the Relevant Shares transferred to them in cleared funds into an account nominated by the Seller in writing.

5.5 Failure by a party to Complete

If a party does not Complete, other than as a result of default by the other party or a condition not being satisfied, the non-defaulting party may give the defaulting party notice requiring it to Complete within 7 days of receipt of the notice. If the defaulting party does not Complete within this period, the non-defaulting party may choose either to proceed for specific performance or terminate this agreement. In either case, the non-defaulting party may seek damages for the default.

5.6 Effect of termination

If this agreement is terminated under clause 5.5 then, in addition to any other rights, powers or remedies provided by law each party retains the rights it has against any other party in connection with any breach or claim that has arisen before termination.

The termination of this agreement under this clause does not affect any other rights the parties have against one another at law or in equity and clause 7, clause 8.12 and clause 8.13.

5.7 Title and risk

Beneficial ownership of and risk in the Relevant Shares will pass from the Seller to the Buyer on Completion.

6 Representations and warranties

- (a) The Seller represents and warrants to the Buyer that the Seller is the beneficial owner of all the Relevant Shares and is free to enter into this agreement and that the Relevant Shares are not subject to any Encumbrance that would fetter or compromise the ability of the Seller to comply with its obligations under this agreement.
- (b) The representations and warranties in clause 6(a) are given by the Seller on the date of this agreement and are also given at the time of transfer of those Relevant Shares to the Buyer (or its nominees).
- (c) The Seller acknowledges that the Buyer has entered into this agreement in reliance on the representations and warranties in this clause 6.
- (d) The parties agree that nothing in this agreement:
 - (i) entitles the Buyer to any rights in respect of the Shares of the Company other than the power to control the disposal of the Relevant Shares; or
 - (ii) constitutes an agreement, arrangement or understanding for the purpose of controlling or influencing the composition of the Company's board or the conduct of the Company's affairs.
- (e) The Buyer represents and warrants to the Seller that each of the following statements is correct and not misleading in any material respect on the date of this agreement and will be correct and not misleading, in any material respect, as at the Completion Date as if made on and as at each of those dates:
 - (i) it has been established as an entity in accordance with the laws in its place of incorporation and is validly existing under those laws;
 - (ii) it has the power to enter into and perform this agreement and each document to be executed at or before Completion to which it is a party and to comply with its obligations under them;
 - (iii) its obligations under this agreement are valid and binding and enforceable against it;
 - (iv) it has in full force and effect the authorisations necessary for it to enter into this agreement and each document to be executed at or before Completion to which it is a party, to comply with its obligations and exercise its rights under them and to allow them to be enforced;
 - (v) this agreement and the performance by the Buyer of its obligations under it do not contravene its constitution or any law or regulation by which it is bound or cause a default under any agreement, undertaking or other

obligation by which it is bound, nor is it required to make any notification or obtain any consent, licence or approval to enter into or perform this agreement;

- (vi) the Buyer is not in possession of any information (other than the fact of its own intention to enter into this agreement) which constitutes “inside information” for purposes of the Corporations Act in relation to the Company; and
- (vii) the Buyer is not insolvent.

7 Confidentiality

7.1 No announcement or other disclosure

Except as permitted by clause 7.2, each party must keep confidential the existence of and the terms of this agreement (including the parties to this agreement and the fact of any of their involvement in the matters the subject of this agreement) and all negotiations between the parties in relation to the subject matter of this agreement.

7.2 Permitted disclosure

Nothing in this agreement prevents a person from disclosing matters referred to in clause 7.1:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential, has before disclosure is made, notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) to any professional adviser of a party who has been retained to advise in relation to the transactions contemplated by this agreement or any auditor of a party who reasonably requires to know;
- (c) with the prior written approval of the party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or
- (d) where the matter has come into the public domain otherwise than as a result of a breach by any party of this agreement.

8 General

8.1 Notices

- (a) Unless expressly stated otherwise in this agreement and subject to clause 8.2, a notice or other communication given under this agreement (**Notice**):
 - (i) must be in legible writing and in English;

- (ii) must be addressed to the addressee at the address or email address set out below or to any other address, facsimile number or email address a party notifies to the other under this clause:

- (A) if to the Seller:

Address	Level 16, 126 Phillip Street
Attention	Chief Operating Officer
Email	johncincotta@db.com

- (B) if to the Buyer, to the Buyer's Representative:

Address	22 Clarendon Street, East Brisbane QLD 4169
Attention	Mark Cormack
Email	mark.cormack@pinnacleinvestment.com.au

- (iii) must be signed by the sender (if an individual) or an officer of the sender; and

- (iv) is deemed to be received by the addressee in accordance with clause 8.1(b).

- (b) A Notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;
- (ii) if by post, 5 Business Days from and including the date of postage; or
- (iii) 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.

8.2 Notices sent by email

- (a) Notices sent by email need not be marked for attention in the way stated in clause 8.1. However, the email must state the first and last name of the sender.
- (b) Notices sent by email are taken to be signed by the named sender.

8.3 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to the intentions evidenced by this agreement.

8.4 Governing law and jurisdiction

This agreement is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.

8.5 Entire agreement

This agreement, the WIG Side Letter and the Buyers' Representative Side Letter supersede all previous agreements about its subject matter and embodies the entire agreement between the parties.

8.6 Survival and merger

No term of this agreement merges on completion of any transaction contemplated by this agreement.

8.7 Variation

No variation of this agreement is effective unless made in writing and signed by each party.

8.8 Waiver

No waiver of a right or remedy under this agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

8.9 Relationship of the parties

Nothing in this agreement is intended to constitute a relationship of employment, trust, agency or partnership or any other fiduciary relationship between the parties and no party has authority to bind any other party.

8.10 Severability

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

8.11 Assignment, novation and other dealings

A party must not assign or novate this agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of each other party which consent is not to be unreasonably withheld.

8.12 Stamp duties

The Buyer must pay all stamp duties, other duties and similar taxes, on the transfer of Relevant Shares to it together with any related fees, penalties, fines, interest or statutory charges, in respect of this agreement, the performance of this agreement and each transaction effected or contemplated by or made under this agreement.

8.13 Costs

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

8.14 Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this agreement.

1 Dictionary

In this deed:

Buyers' Representative Side Letter means the side letter dated on or about the date of this agreement between Mr Ian Macoun, the buyer under the Share Purchase Agreements and the Seller.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Sydney, Australia.

Company means Wilson Group Limited (ACN 100 325 184).

Completion means the completion of sale and purchase of Relevant Shares in accordance with clause 5.

Completion Date means the date on which completion under the share purchase agreement referred to in Condition (a) between the Buyer and the Company occurs.

Condition means each of the conditions listed in clause 3.1.

Conditions Precedent Date means 31 August 2016.

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

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant or any other security arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Pinnacle means Pinnacle Investment Management Ltd (ACN 109 659 109).

Purchase Price has the meaning given in 2(a)(i).

Relevant Shares means 666,668 Shares owned by the Seller representing approximately 0.603% of all Shares as at the date of this agreement.

Replacement Shares means the ordinary shares issued in the Company to be allotted to the Buyer under the share purchase agreement between the Company and the Buyer.

Shares means ordinary shares in the capital of Company.

Share Purchase Agreements means each of:

- (a) the share purchase agreement between the Seller, Mr Ian Macoun, Macoun Superannuation Pty Ltd ATF the Macoun Superannuation Fund, Macoun Generation Z Pty Ltd ATF the Macoun Generation Z Family Trust, Macoun Family Superannuation Pty Ltd ATF the Macoun Family Superannuation Fund and NTQ Pty Limited ATF the Macoun Family Trust dated on or about the date of this agreement;

- (b) the share purchase agreement between the Seller and AJF Squared Pty Ltd ATF AJF Squared Family Trust dated on or about the date of this agreement;
- (c) the share purchase agreement between the Seller and Adrian Whittingham ATF the Adrian Whittingham Family Trust dated on or about the date of this agreement;
- (d) the share purchase agreement between the Seller, Usinoz Pty Ltd ATF the Ihlenfeldt Family Trust and Restinoz Pty Ltd ATF the Restinoz Super Fund dated on or about the date of this agreement;
- (e) the share purchase agreement between the Seller, Andrew Chambers ATF the Andrew C Chambers Family Trust and Fleur Chambers ATF the Andrew C Chambers Family Trust dated on or about the date of this agreement; and
- (f) the share purchase agreement between the Seller, Mark Cormack ATF the Cormack Family Trust and Melanie Cormack ATF the Cormack Family Trust dated on or about the date of this agreement.

WIG Side Letter means the side letter dated on or about the date of this agreement between the Company and the Seller.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;

- (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
- (viii) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day, where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located, and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

Schedule 2

Buyer and Relevant Shares

Buyer	Relevant Shares
Mark Cormack and Melanie Cormack as trustees for the Cormack Family Trust	666,668 Ordinary shares issued in the Company

Execution page

Signed as an agreement.

SIGNED by JOHN CINCOTTA
AND DAVID IRVINE as
attorney for **DEUTSCHE AUSTRALIA**
LIMITED under power of attorney dated
16 JUNE 2014 in the presence of:



Signature of witness

CAMERON BRUCE

Name of witness (block letters)



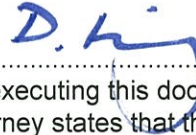
Signature of witness

CAMERON BRUCE

Name of witness (block letters)



By executing this document the
attorney states that the attorney has
received no notice of revocation of the
power of attorney



By executing this document the
attorney states that the attorney has
received no notice of revocation of the
power of attorney

Signed by **Mark Cormack** in the presence of:


Signature of witness

Janet Catherine Danielson
Full name of witness


Signature

Signed by **Mark Cormack as trustee for the Cormack Family Trust** in the presence of:


Signature of witness

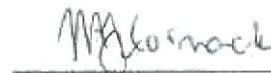
Janet Catherine Danielson
Full name of witness


Signature

Signed by **Melanie Cormack as trustee for the Cormack Family Trust** in the presence of:


Signature of witness

Janet Catherine Danielson
Full name of witness


Signature

Share Purchase Agreement

(relating to Wilson Group Limited)

Deutsche Australia Limited
Each party set out in Schedule 1

16 May 2016

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Parties

- 1 **Deutsche Australia Limited** (ACN 006 385 593) (**Seller**)
 - 2 Each party set out in Schedule 2 (**Buyer**)
-

Background

- A The Seller owns the Relevant Shares in the Company.
- B The Buyer intends to contemporaneously enter into a separate share purchase agreement under which they will sell all their shares in Pinnacle to the Company.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this agreement.

2 Sale and purchase of Relevant Shares

- (a) The Seller must sell the Relevant Shares to the Buyer and the Buyer must buy the Relevant Shares from the Seller:
 - (i) for \$0.95 per Relevant Share, less the amount of any special dividends of up to a maximum amount of 5 cents per Relevant Share declared on the Relevant Shares between the date of this agreement and Completion., provided that the declared dividend has a record date for determining entitlement to the dividend which is prior to Completion (**Purchase Price**);
 - (ii) on the Completion Date;
 - (iii) free from any Encumbrance; and
 - (iv) subject to clause 2(a)(i), with all rights attached to or accruing to them on and from the Completion Date.

- (b) The number of Relevant Shares offered to the Buyer is set out in Schedule 2.

3 Conditions precedent

3.1 Conditions precedent to Completion

The Buyer and Seller are only obliged to perform their obligations in relation to clauses 3.2 and 5 if the following Conditions are satisfied or waived by the Buyer and/or the Seller (as applicable):

Condition
(a) Share purchase agreement: The Company and the Buyer execute and complete a share sale agreement under which the Company buys the Buyer's shares in Pinnacle and are allotted Replacement Shares.
(b) Loan agreements: The Company and Andrew Findlay enter into a loan agreement in the amount of \$500,000.40 for the purpose of providing financial assistance to the Buyer to buy a portion of the Relevant Shares.
(c) WIG Side Letter: The Company and the Seller execute the WIG Side Letter in a form acceptable to the Seller (acting reasonably).
(d) Buyers' Representative Side Letter: The Buyers' Representative, the Seller and the Buyer execute the Buyer's Representative Side Letter in a form acceptable to the Seller (acting reasonably).
(e) Meeting materials: The meeting materials other than the independent expert's report distributed in relation to the extraordinary general meeting of the Company do not disclose any new material information in relation to the transaction (as defined in the ASX announcement released by the Company on the date of this agreement) which is in addition to, or inconsistent with, the information contained in the ASX announcement released by the Company on the date of this agreement.

3.2 Satisfaction or waiver of Conditions

- (a) The Buyer must use all reasonable endeavours to:
- (i) satisfy the Conditions in clauses 3.1(a), (b), (d) (as it relates to the Buyer) and (e) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.
- (b) The Seller must use all reasonable endeavours to:
- (i) satisfy the Conditions in clause 3.1(c) and (d) (as it relates to the Seller) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.

- (c) The Buyer must promptly notify the Seller in writing if they become aware that a Condition in clauses 3.1(a), (b), (d) (as it relates to the Buyer) or (e) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (d) The Seller must promptly notify the Buyer in writing if it becomes aware that a Condition in clauses 3.1(c) or (d) (as it relates to the Seller) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (e) Subject to clause 3.2(f):
 - (i) the Condition in clause 3.1(a) can only be waived by both the Buyer and the Seller prior to the Conditions Precedent Date, giving written notice to each other (as applicable) specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law);
 - (ii) the Condition in clause 3.1(b) can only be waived by the Buyer at any time prior to the Conditions Precedent Date, by giving written notice to the Seller specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law); and
 - (iii) the Conditions in clauses 3.1(c), (d) or (e) can only be waived by the Seller at any time prior to the Conditions Precedent Date, by giving written notice to the Buyer specifying that it no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (f) A Condition may only be waived if the Buyer or the Seller (as applicable) give notice to the Seller or the Buyer (as applicable) prior to the Conditions Precedent Date, specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (g) The Buyer or the Seller (as applicable) may terminate this agreement by giving not less than 2 Business Days written notice to the Seller or the Buyer (as applicable) if at any time before Completion and subject to this clause 3:
 - (i) a Condition is not satisfied or waived by the Buyer and/or the Seller (as applicable) by the Conditions Precedent Date; or
 - (ii) the Buyer and/or the Seller (as applicable) have given notice that a Condition is incapable of being satisfied by the Conditions Precedent Date (unless that Condition is satisfied before the notice is given).

4 Agreement not to dispose of Relevant Shares

- (a) The Seller agrees to not to sell, dispose of, or otherwise deal with, or create or allow to exist any Encumbrance in connection with, the Relevant Shares or any of them or any interest therein, or to agree to do any of those things while this agreement is in force, except to transfer the Relevant Shares to the Buyer (or its nominees).

- (b) Nothing in this agreement will be taken to restrict the ability of the Seller to exercise votes attaching to any of its Relevant Shares (prior to transfer under this agreement) or any other Shares held by the Seller (if any) in the Seller's absolute discretion.

5 Completion

5.1 Time and place for Completion

Completion will occur at Clayton Utz offices, Level 15, 1 Bligh Street, Sydney at 10am on Completion Date.

5.2 Simultaneous actions on Completion

All actions at Completion will be taken to take place simultaneously and a delivery or payment will not be regarded as having been made until all deliveries, payments and share allotments to be made on Completion have been made, unless waived by the relevant party.

5.3 The Seller's obligations

- (a) On the Completion Date, the Seller must do all acts and things and execute and deliver to the Buyer (or as directed by the Buyer) validly executed transfer forms relating to the Relevant Shares in favour of the Buyer (or their nominees)) as required to register and make the Buyer (or their nominees) the legal and beneficial owners of the Relevant Shares as set out in Schedule 2, but subject to clause 2(b).
- (b) The parties agree that the sale and purchase of the Relevant Shares will occur via special crossing under the ASX Market Rules prior to the commencement of trading on ASX on the Completion Date.

The Seller is not required to comply with its obligations under this clause 5.3 unless Completion occurs simultaneously with completion under the Share Purchase Agreements.

5.4 Buyer's obligations

The Buyer must pay to the Seller the Purchase Price for the Relevant Shares transferred to them in cleared funds into an account nominated by the Seller in writing.

5.5 Failure by a party to Complete

If a party does not Complete, other than as a result of default by the other party or a condition not being satisfied, the non-defaulting party may give the defaulting party notice requiring it to Complete within 7 days of receipt of the notice. If the defaulting party does not Complete within this period, the non-defaulting party may choose either to proceed for specific performance or terminate this agreement. In either case, the non-defaulting party may seek damages for the default.

5.6 Effect of termination

If this agreement is terminated under clause 5.5 then, in addition to any other rights, powers or remedies provided by law each party retains the rights it has against any other party in connection with any breach or claim that has arisen before termination.

The termination of this agreement under this clause does not affect any other rights the parties have against one another at law or in equity and clause 7, clause 8.12 and clause 8.13.

5.7 Title and risk

Beneficial ownership of and risk in the Relevant Shares will pass from the Seller to the Buyer on Completion.

6 Representations and warranties

- (a) The Seller represents and warrants to the Buyer that the Seller is the beneficial owner of all the Relevant Shares and is free to enter into this agreement and that the Relevant Shares are not subject to any Encumbrance that would fetter or compromise the ability of the Seller to comply with its obligations under this agreement.
- (b) The representations and warranties in clause 6(a) are given by the Seller on the date of this agreement and are also given at the time of transfer of those Relevant Shares to the Buyer (or its nominees).
- (c) The Seller acknowledges that the Buyer has entered into this agreement in reliance on the representations and warranties in this clause 6.
- (d) The parties agree that nothing in this agreement:
 - (i) entitles the Buyer to any rights in respect of the Shares of the Company other than the power to control the disposal of the Relevant Shares; or
 - (ii) constitutes an agreement, arrangement or understanding for the purpose of controlling or influencing the composition of the Company's board or the conduct of the Company's affairs.
- (e) The Buyer represents and warrants to the Seller that each of the following statements is correct and not misleading in any material respect on the date of this agreement and will be correct and not misleading, in any material respect, as at the Completion Date as if made on and as at each of those dates:
 - (i) it has been established as an entity in accordance with the laws in its place of incorporation and is validly existing under those laws;
 - (ii) it has the power to enter into and perform this agreement and each document to be executed at or before Completion to which it is a party and to comply with its obligations under them;
 - (iii) its obligations under this agreement are valid and binding and enforceable against it;
 - (iv) it has in full force and effect the authorisations necessary for it to enter into this agreement and each document to be executed at or before Completion to which it is a party, to comply with its obligations and exercise its rights under them and to allow them to be enforced;
 - (v) this agreement and the performance by the Buyer of its obligations under it do not contravene its constitution or any law or regulation by which it is bound or cause a default under any agreement, undertaking or other

obligation by which it is bound, nor is it required to make any notification or obtain any consent, licence or approval to enter into or perform this agreement;

- (vi) the Buyer is not in possession of any information (other than the fact of its own intention to enter into this agreement) which constitutes “inside information” for purposes of the Corporations Act in relation to the Company; and
- (vii) the Buyer is not insolvent.

7 Confidentiality

7.1 No announcement or other disclosure

Except as permitted by clause 7.2, each party must keep confidential the existence of and the terms of this agreement (including the parties to this agreement and the fact of any of their involvement in the matters the subject of this agreement) and all negotiations between the parties in relation to the subject matter of this agreement.

7.2 Permitted disclosure

Nothing in this agreement prevents a person from disclosing matters referred to in clause 7.1:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential, has before disclosure is made, notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) to any professional adviser of a party who has been retained to advise in relation to the transactions contemplated by this agreement or any auditor of a party who reasonably requires to know;
- (c) with the prior written approval of the party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or
- (d) where the matter has come into the public domain otherwise than as a result of a breach by any party of this agreement.

8 General

8.1 Notices

- (a) Unless expressly stated otherwise in this agreement and subject to clause 8.2, a notice or other communication given under this agreement (**Notice**):
 - (i) must be in legible writing and in English;

- (ii) must be addressed to the addressee at the address or email address set out below or to any other address, facsimile number or email address a party notifies to the other under this clause:

- (A) if to the Seller:

Address	Level 16, 126 Phillip Street
Attention	Chief Operating Officer
Email	johncincotta@db.com

- (B) if to the Buyer, to the Buyer's Representative:

Address	310 Sproules Lane, Glenquarry NSW 2576
Attention	Andrew Findlay
Email	andrew.findlay@pinnacleinvestment.com.au

- (iii) must be signed by the sender (if an individual) or an officer of the sender; and

- (iv) is deemed to be received by the addressee in accordance with clause 8.1(b).

- (b) A Notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;
- (ii) if by post, 5 Business Days from and including the date of postage; or
- (iii) 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.

8.2 Notices sent by email

- (a) Notices sent by email need not be marked for attention in the way stated in clause 8.1. However, the email must state the first and last name of the sender.
- (b) Notices sent by email are taken to be signed by the named sender.

8.3 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to the intentions evidenced by this agreement.

8.4 Governing law and jurisdiction

This agreement is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.

8.5 Entire agreement

This agreement, the WIG Side Letter and the Buyers' Representative Side Letter supersede all previous agreements about its subject matter and embodies the entire agreement between the parties.

8.6 Survival and merger

No term of this agreement merges on completion of any transaction contemplated by this agreement.

8.7 Variation

No variation of this agreement is effective unless made in writing and signed by each party.

8.8 Waiver

No waiver of a right or remedy under this agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

8.9 Relationship of the parties

Nothing in this agreement is intended to constitute a relationship of employment, trust, agency or partnership or any other fiduciary relationship between the parties and no party has authority to bind any other party.

8.10 Severability

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

8.11 Assignment, novation and other dealings

A party must not assign or novate this agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of each other party which consent is not to be unreasonably withheld.

8.12 Stamp duties

The Buyer must pay all stamp duties, other duties and similar taxes, on the transfer of Relevant Shares to it together with any related fees, penalties, fines, interest or statutory charges, in respect of this agreement, the performance of this agreement and each transaction effected or contemplated by or made under this agreement.

8.13 Costs

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

8.14 Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this agreement.

1 Dictionary

In this deed:

Buyers' Representative Side Letter means the side letter dated on or about the date of this agreement between Mr Ian Macoun, the buyer under the Share Purchase Agreements and the Seller.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Sydney, Australia.

Company means Wilson Group Limited (ACN 100 325 184).

Completion means the completion of sale and purchase of Relevant Shares in accordance with clause 5.

Completion Date means the date on which completion under the share purchase agreement referred to in Condition (a) between the Buyer and the Company occurs.

Condition means each of the conditions listed in clause 3.1.

Conditions Precedent Date means 31 August 2016.

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

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant or any other security arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Pinnacle means Pinnacle Investment Management Ltd (ACN 109 659 109).

Purchase Price has the meaning given in 2(a)(i).

Relevant Shares means 555,556 Shares owned by the Seller representing approximately 0.503% of all Shares as at the date of this agreement.

Replacement Shares means the ordinary shares issued in the Company to be allotted to the Buyer under the share purchase agreement between the Company and the Buyer.

Shares means ordinary shares in the capital of Company.

Share Purchase Agreements means each of:

- (a) the share purchase agreement between the Seller, Mr Ian Macoun, Macoun Superannuation Pty Ltd ATF the Macoun Superannuation Fund, Macoun Generation Z Pty Ltd ATF the Macoun Generation Z Family Trust, Macoun Family Superannuation Pty Ltd ATF the Macoun Family Superannuation Fund and NTQ Pty Limited ATF the Macoun Family Trust dated on or about the date of this agreement;

- (b) the share purchase agreement between the Seller and AJF Squared Pty Ltd ATF AJF Squared Family Trust dated on or about the date of this agreement;
- (c) the share purchase agreement between the Seller and Adrian Whittingham ATF the Adrian Whittingham Family Trust dated on or about the date of this agreement;
- (d) the share purchase agreement between the Seller, Usinoz Pty Ltd ATF the Ihlenfeldt Family Trust and Restinoz Pty Ltd ATF the Restinoz Super Fund dated on or about the date of this agreement;
- (e) the share purchase agreement between the Seller, Andrew Chambers ATF the Andrew C Chambers Family Trust and Fleur Chambers ATF the Andrew C Chambers Family Trust dated on or about the date of this agreement; and
- (f) the share purchase agreement between the Seller, Mark Cormack ATF the Cormack Family Trust and Melanie Cormack ATF the Cormack Family Trust dated on or about the date of this agreement.

WIG Side Letter means the side letter dated on or about the date of this agreement between the Company and the Seller.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;

- (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
- (viii) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day, where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located, and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

Schedule 2 Buyer and Relevant Shares

Buyer

AJF Squared Pty Ltd (ACN 133 289 835) as trustee for the
AJF Squared Family Trust

Relevant Shares

555,556 Ordinary shares issued in the
Company

Execution page

Signed as an agreement.


SIGNED by JOHN CINCOTTA
AND DAVID IRVING as
attorney for **DEUTSCHE AUSTRALIA**
LIMITED under power of attorney dated
16 JUNE 2014 in the presence of:

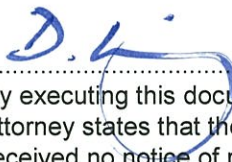

Signature of witness

CAMERON BRUCE
Name of witness (block letters)



Signature of witness

CAMERON BRUCE
Name of witness (block letters)


By executing this document the
attorney states that the attorney has
received no notice of revocation of the
power of attorney


By executing this document the
attorney states that the attorney has
received no notice of revocation of the
power of attorney

Signed by **Andrew Findlay** in the presence of:



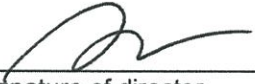
Signature of witness

ALISON JANE FRASER
Full name of witness



Signature

Executed by **AJF Squared Pty Ltd as trustee for the AJF Squared Family Trust** in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

ALISON JANE FRASER
Full name of director



Signature of company secretary/director

Andrew Findlay
Full name of company secretary/director

Share Purchase Agreement

(relating to Wilson Group Limited)

Deutsche Australia Limited
Each party set out in Schedule 1

16 May 2016

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Parties

- 1 **Deutsche Australia Limited** (ACN 006 385 593) (**Seller**)
 - 2 Each party set out in Schedule 2 (**Buyer**)
-

Background

- A The Seller owns the Relevant Shares in the Company.
- B The Buyers intend to contemporaneously enter into a separate share purchase agreement under which they will sell all their shares in Pinnacle to the Company.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this agreement.

1.3 More than one buyer

The liability of each Buyer under this agreement is joint and individual.

2 Sale and purchase of Relevant Shares

- (a) The Seller must sell the Relevant Shares to the Buyers and the Buyers must buy the Relevant Shares from the Seller:
 - (i) for \$0.95 per Relevant Share, less the amount of any special dividends of up to a maximum amount of 5 cents per Relevant Share declared on the Relevant Shares between the date of this agreement and Completion, provided that the declared dividend has a record date for determining entitlement to the dividend which is prior to Completion (**Purchase Price**);
 - (ii) on the Completion Date;
 - (iii) free from any Encumbrance; and

- (iv) subject to clause 2(a)(i), with all rights attached to or accruing to them on and from the Completion Date.
- (b) The number of Relevant Shares offered to each Buyer is set out in Schedule 2. Before Completion the Buyers may vary the number of Relevant Shares to be purchased by each Buyer, by written notice to the Seller no later than 5 Business Days before Completion.

3 Conditions precedent

3.1 Conditions precedent to Completion

The Buyers and Seller are only obliged to perform their obligations in relation to clauses 3.2 and 5 if the following Conditions are satisfied or waived by the Buyers and/or the Seller (as applicable):

Condition
(a) Share purchase agreement: The Company and Usinoz execute and complete a share sale agreement under which the Company buys Usinoz's shares in Pinnacle and Usinoz has been allotted Replacement Shares.
(b) Loan agreements: The Company and Alex Ihlenfeldt enter into a loan agreement in the amount of \$500,000.40 for the purpose of providing financial assistance to Usinoz to buy a portion of the Relevant Shares.
(c) WIG Side Letter: The Company and the Seller execute the WIG Side Letter in a form acceptable to the Seller (acting reasonably).
(d) Buyers' Representative Side Letter: The Buyers' Representative, the Seller and the Buyers execute the Buyer's Representative Side Letter in a form acceptable to the Seller (acting reasonably).
(e) Meeting materials: The meeting materials other than the independent expert's report distributed in relation to the extraordinary general meeting of the Company do not disclose any new material information in relation to the transaction (as defined in the ASX announcement released by the Company on the date of this agreement) which is in addition to, or inconsistent with, the information contained in the ASX announcement released by the Company on the date of this agreement.

3.2 Satisfaction or waiver of Conditions

- (a) The Buyers must use all reasonable endeavours to:
 - (i) satisfy the Conditions in clauses 3.1(a), (b), (d) (as it relates to the Buyer) and (e) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.
- (b) The Seller must use all reasonable endeavours to:

- (i) satisfy the Conditions in clause 3.1(c) and (d) (as it relates to the Seller) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.
- (c) The Buyers must promptly notify the Seller in writing if they become aware that a Condition in clauses 3.1(a), (b), (d) (as it relates to the Buyer) or (e) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (d) The Seller must promptly notify the Buyers in writing if it becomes aware that a Condition in clauses 3.1(c) or (d) (as it relates to the Seller) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (e) Subject to clause 3.2(f):
 - (i) the Condition in clause 3.1(a) can only be waived by both the Buyers and the Seller prior to the Conditions Precedent Date, giving written notice to each other (as applicable) specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law);
 - (ii) the Condition in clause 3.1(b) can only be waived by the Buyers at any time prior to the Conditions Precedent Date, by giving written notice to the Seller specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law); and
 - (iii) the Conditions in clauses 3.1(c), (d) or (e) can only be waived by the Seller at any time prior to the Conditions Precedent Date, by giving written notice to the Buyers specifying that it no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (f) A Condition may only be waived if the Buyers or the Seller (as applicable) give notice to the Seller or the Buyers (as applicable) prior to the Conditions Precedent Date, specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (g) The Buyers or the Seller (as applicable) may terminate this agreement by giving not less than 2 Business Days written notice to the Seller or the Buyers (as applicable) if at any time before Completion and subject to this clause 3:
 - (i) a Condition is not satisfied or waived by the Buyers and/or the Seller (as applicable) by the Conditions Precedent Date; or
 - (ii) the Buyers and/or the Seller (as applicable) have given notice that a Condition is incapable of being satisfied by the Conditions Precedent Date (unless that Condition is satisfied before the notice is given).

4 Agreement not to dispose of Relevant Shares

- (a) The Seller agrees to not to sell, dispose of, or otherwise deal with, or create or allow to exist any Encumbrance in connection with, the Relevant Shares or any of them or any interest therein, or to agree to do any of those things while this agreement is in force, except to transfer the Relevant Shares to the Buyers (or their nominees).
- (b) Nothing in this agreement will be taken to restrict the ability of the Seller to exercise votes attaching to any of its Relevant Shares (prior to transfer under this agreement) or any other Shares held by the Seller (if any) in the Seller's absolute discretion.

5 Completion

5.1 Time and place for Completion

Completion will occur at Clayton Utz offices, Level 15, 1 Bligh Street, Sydney at 10am on Completion Date.

5.2 Simultaneous actions on Completion

All actions at Completion will be taken to take place simultaneously and a delivery or payment will not be regarded as having been made until all deliveries, payments and share allotments to be made on Completion have been made, unless waived by the relevant party.

5.3 The Seller's obligations

- (a) On the Completion Date, the Seller must do all acts and things and execute and deliver to the Buyers (or as directed by the Buyers) validly executed transfer forms relating to the Relevant Shares in favour of the Buyers (or their nominees)) as required to register and make the Buyers (or their nominees) the legal and beneficial owners of the Relevant Shares as set out in Schedule 2, but subject to clause 2(b).
- (b) The parties agree that the sale and purchase of the Relevant Shares will occur via special crossing under the ASX Market Rules prior to the commencement of trading on ASX on the Completion Date.

The Seller is not required to comply with its obligations under this clause 5.3 unless Completion occurs simultaneously with completion under the Share Purchase Agreements.

5.4 Buyers' obligations

The Buyers must pay to the Seller the Purchase Price for the Relevant Shares transferred to them in cleared funds into an account nominated by the Seller in writing.

5.5 Failure by a party to Complete

If a party does not Complete, other than as a result of default by the other party or a condition not being satisfied, the non-defaulting party may give the defaulting party notice requiring it to Complete within 7 days of receipt of the notice. If the defaulting party does not Complete within this period, the non-defaulting party may choose either to proceed for

specific performance or terminate this agreement. In either case, the non-defaulting party may seek damages for the default.

5.6 Effect of termination

If this agreement is terminated under clause 5.5 then, in addition to any other rights, powers or remedies provided by law each party retains the rights it has against any other party in connection with any breach or claim that has arisen before termination.

The termination of this agreement under this clause does not affect any other rights the parties have against one another at law or in equity and clause 7, clause 8.12 and clause 8.13.

5.7 Title and risk

Beneficial ownership of and risk in the Relevant Shares will pass from the Seller to the Buyers on Completion.

6 Representations and warranties

- (a) The Seller represents and warrants to each Buyer that the Seller is the beneficial owner of all the Relevant Shares and is free to enter into this agreement and that the Relevant Shares are not subject to any Encumbrance that would fetter or compromise the ability of the Seller to comply with its obligations under this agreement.
- (b) The representations and warranties in clause 6(a) are given by the Seller on the date of this agreement and are also given at the time of transfer of those Relevant Shares to the Buyers (or their nominees).
- (c) The Seller acknowledges that the Buyers have entered into this agreement in reliance on the representations and warranties in this clause 6.
- (d) The parties agree that nothing in this agreement:
 - (i) entitles the Buyers to any rights in respect of the Shares of the Company other than the power to control the disposal of the Relevant Shares; or
 - (ii) constitutes an agreement, arrangement or understanding for the purpose of controlling or influencing the composition of the Company's board or the conduct of the Company's affairs.
- (e) The Buyers each represent and warrant to the Seller that each of the following statements is correct and not misleading in any material respect on the date of this agreement and will be correct and not misleading, in any material respect, as at the Completion Date as if made on and as at each of those dates:
 - (i) it has been established as an entity in accordance with the laws in its place of incorporation and is validly existing under those laws;
 - (ii) it has the power to enter into and perform this agreement and each document to be executed at or before Completion to which it is a party and to comply with its obligations under them;
 - (iii) its obligations under this agreement are valid and binding and enforceable against it;

- (iv) it has in full force and effect the authorisations necessary for it to enter into this agreement and each document to be executed at or before Completion to which it is a party, to comply with its obligations and exercise its rights under them and to allow them to be enforced;
- (v) this agreement and the performance by the Buyers of its obligations under it do not contravene its constitution or any law or regulation by which it is bound or cause a default under any agreement, undertaking or other obligation by which it is bound, nor is it required to make any notification or obtain any consent, licence or approval to enter into or perform this agreement;
- (vi) the Buyers are not in possession of any information (other than the fact of its own intention to enter into this agreement) which constitutes “inside information” for purposes of the Corporations Act in relation to the Company; and
- (vii) the Buyers are not insolvent.

7 Confidentiality

7.1 No announcement or other disclosure

Except as permitted by clause 7.2, each party must keep confidential the existence of and the terms of this agreement (including the parties to this agreement and the fact of any of their involvement in the matters the subject of this agreement) and all negotiations between the parties in relation to the subject matter of this agreement.

7.2 Permitted disclosure

Nothing in this agreement prevents a person from disclosing matters referred to in clause 7.1:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential, has before disclosure is made, notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) to any professional adviser of a party who has been retained to advise in relation to the transactions contemplated by this agreement or any auditor of a party who reasonably requires to know;
- (c) with the prior written approval of the party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or
- (d) where the matter has come into the public domain otherwise than as a result of a breach by any party of this agreement.

8 General

8.1 Notices

- (a) Unless expressly stated otherwise in this agreement and subject to clause 8.2, a notice or other communication given under this agreement (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the addressee at the address or email address set out below or to any other address, facsimile number or email address a party notifies to the other under this clause:
 - (A) if to the Seller:

Address	Level 16, 126 Phillip Street
Attention	Chief Operating Officer
Email	johncincotta@db.com
 - (B) if to any Buyer, to the Buyer's Representative:

Address	79 Ruth Miller Close, Fig Tree Pocket QLD 4069
Attention	Alex Ihlenfeldt
Email	alex.ihlenfeldt@pinnacleinvestment.com.au
 - (iii) must be signed by the sender (if an individual) or an officer of the sender; and
 - (iv) is deemed to be received by the addressee in accordance with clause 8.1(b).
- (b) A Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the addressee;
 - (ii) if by post, 5 Business Days from and including the date of postage; or
 - (iii) 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.

8.2 Notices sent by email

- (a) Notices sent by email need not be marked for attention in the way stated in clause 8.1. However, the email must state the first and last name of the sender.
- (b) Notices sent by email are taken to be signed by the named sender.

8.3 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to the intentions evidenced by this agreement.

8.4 Governing law and jurisdiction

This agreement is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.

8.5 Entire agreement

This agreement, the WIG Side Letter and the Buyers' Representative Side Letter supersede all previous agreements about its subject matter and embodies the entire agreement between the parties.

8.6 Survival and merger

No term of this agreement merges on completion of any transaction contemplated by this agreement.

8.7 Variation

No variation of this agreement is effective unless made in writing and signed by each party.

8.8 Waiver

No waiver of a right or remedy under this agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

8.9 Relationship of the parties

Nothing in this agreement is intended to constitute a relationship of employment, trust, agency or partnership or any other fiduciary relationship between the parties and no party has authority to bind any other party.

8.10 Severability

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

8.11 Assignment, novation and other dealings

A party must not assign or novate this agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of each other party which consent is not to be unreasonably withheld.

8.12 Stamp duties

Each Buyer must pay all stamp duties, other duties and similar taxes, on the transfer of Relevant Shares to it together with any related fees, penalties, fines, interest or statutory charges, in respect of this agreement, the performance of this agreement and each transaction effected or contemplated by or made under this agreement.

8.13 Costs

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

8.14 Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this agreement.

1 Dictionary

In this deed:

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Sydney, Australia.

Buyers' Representative Side Letter means the side letter dated on or about the date of this agreement between Mr Ian Macoun, the buyers under the Share Purchase Agreements and the Seller.

Company means Wilson Group Limited (ACN 100 325 184).

Completion means the completion of sale and purchase of Relevant Shares in accordance with clause 5.

Completion Date means the date on which completion under the share purchase agreement referred to in Condition (a) between certain of the Buyers and the Company occurs.

Condition means each of the conditions listed in clause 3.1.

Conditions Precedent Date means 31 August 2016.

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

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant or any other security arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Pinnacle means Pinnacle Investment Management Ltd (ACN 109 659 109).

Purchase Price has the meaning given in 2(a)(i).

Relevant Shares means 1,111,112 Shares owned by the Seller representing approximately 1.06% of all Shares as at the date of this agreement.

Replacement Shares means the ordinary shares issued in the Company to be allotted to certain of the Buyers under the share purchase agreement between the Company and certain of the Buyers referred to in Condition (a).

Shares means ordinary shares in the capital of Company.

Share Purchase Agreements means each of:

- (a) the share purchase agreement between the Seller, Mr Ian Macoun, Macoun Superannuation Pty Ltd ATF the Macoun Superannuation Fund, Macoun Generation Z Pty Ltd ATF the Macoun Generation Z Family Trust, Macoun Family Superannuation Pty Ltd ATF the Macoun Family Superannuation Fund and NTQ

Pty Limited ATF the Macoun Family Trust dated on or about the date of this agreement;

- (b) the share purchase agreement between the Seller and AJF Squared Pty Ltd ATF AJF Squared Family Trust dated on or about the date of this agreement;
- (c) the share purchase agreement between the Seller and Adrian Whittingham ATF the Adrian Whittingham Family Trust dated on or about the date of this agreement;
- (d) the share purchase agreement between the Seller, Usinoz Pty Ltd ATF the Ihlenfeldt Family Trust and Restinoz Pty Ltd ATF the Restinoz Super Fund dated on or about the date of this agreement;
- (e) the share purchase agreement between the Seller, Andrew Chambers ATF the Andrew C Chambers Family Trust and Fleur Chambers ATF the Andrew C Chambers Family Trust dated on or about the date of this agreement; and
- (f) the share purchase agreement between the Seller, Mark Cormack ATF the Cormack Family Trust and Melanie Cormack ATF the Cormack Family Trust dated on or about the date of this agreement.

Usinoz means Usinoz Pty Ltd (ACN 097 263 539) as trustee for the Ihlenfeldt Family Trust.

WIG Side Letter means the side letter dated on or about the date of this agreement between the Company and the Seller.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;

- (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
- (vi) this deed includes all schedules and attachments to it;
- (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
- (viii) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day, where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located, and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

Schedule 2 Buyers and Relevant Shares

Buyer	Relevant Shares
Usinoz Pty Ltd (ACN 097 263 539) as trustee for the Ihlenfeldt Family Trust	555,556 Ordinary shares issued in the Company
Restinoz Pty Ltd (ACN 611 998 022) as trustee for the Restinoz Super Fund	555,556 Ordinary shares issued in the Company

Execution page

Signed as an agreement.

SIGNED by JOHN CINCOTTA)
AND DAVID IRVING as)
attorney for **DEUTSCHE AUSTRALIA**)
LIMITED under power of attorney dated)
16 JUNE 2014 in the presence of:)



Signature of witness)

CAMERON BRUCE)
Name of witness (block letters))



Signature of witness)

CAMERON BRUCE)
Name of witness (block letters))



By executing this document the)
attorney states that the attorney has)
received no notice of revocation of the)
power of attorney)



By executing this document the)
attorney states that the attorney has)
received no notice of revocation of the)
power of attorney)

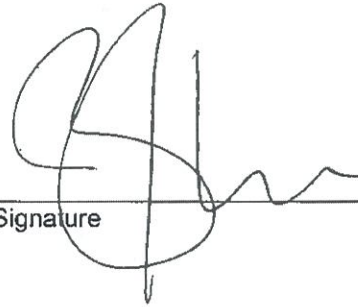
Signed by **Alex Ihlenfeldt** in the presence of:



Signature of witness

Calvin Kwok

Full name of witness



Signature

Executed by **Usinoz Pty Ltd as trustee for the Ihlenfeldt Family Trust** in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of sole director and sole company secretary

Alexander Ihlenfeldt

Full name of sole director and sole company secretary

Executed by **Restinoz Pty Ltd as trustee for the Restinoz Super Fund** in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of sole director and sole company secretary

Alexander Ihlenfeldt

Full name of sole director and sole company secretary

Share Purchase Agreement

(relating to Wilson Group Limited)

Deutsche Australia Limited
Each party set out in Schedule 1

16 May 2016

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Parties

- 1 **Deutsche Australia Limited** (ACN 006 385 593) (**Seller**)
 - 2 Each party set out in Schedule 2 (**Buyer**)
-

Background

- A The Seller owns the Relevant Shares in the Company.
- B The Buyers intend to contemporaneously enter into a separate share purchase agreement under which they will sell all their shares in Pinnacle to the Company.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this agreement.

1.3 More than one buyer

The liability of each Buyer under this agreement is joint and individual.

2 Sale and purchase of Relevant Shares

- (a) The Seller must sell the Relevant Shares to the Buyers and the Buyers must buy the Relevant Shares from the Seller:
 - (i) for \$0.95 per Relevant Share, less the amount of any special dividends of up to a maximum amount of 5 cents per Relevant Share declared on the Relevant Shares between the date of this agreement and Completion, provided that the declared dividend has a record date for determining entitlement to the dividend which is prior to Completion (**Purchase Price**);
 - (ii) on the Completion Date;
 - (iii) free from any Encumbrance; and

- (iv) subject to clause 2(a)(i), with all rights attached to or accruing to them on and from the Completion Date.
- (b) The number of Relevant Shares offered to each Buyer is set out in Schedule 2. Before Completion the Buyers may vary the number of Relevant Shares to be purchased by each Buyer, by written notice to the Seller no later than 5 Business Days before Completion.

3 Conditions precedent

3.1 Conditions precedent to Completion

The Buyers and Seller are only obliged to perform their obligations in relation to clauses 3.2 and 5 if the following Conditions are satisfied or waived by the Buyers and/or the Seller (as applicable):

Condition
(a) Share purchase agreement: The Company, Macoun Generation Z and Macoun Superannuation execute and complete a share sale agreement under which the Company buys all of those Buyers' shares in Pinnacle and Macoun Generation Z and Macoun Superannuation have been allotted Replacement Shares.
(b) Loan agreements: The Company and Ian Macoun enter into a loan agreement in the amount of \$500,000.40 for the purpose of providing financial assistance to Macoun Generation Z to buy a portion of the Relevant Shares.
(c) WIG Side Letter: The Company and the Seller execute the WIG Side Letter in a form acceptable to the Seller (acting reasonably).
(d) Buyers' Representative Side Letter: The Buyers' Representative, the Seller and the Buyers execute the Buyer's Representative Side Letter in a form acceptable to the Seller (acting reasonably).
(e) Meeting materials: The meeting materials other than the independent expert's report distributed in relation to the extraordinary general meeting of the Company do not disclose any new material information in relation to the transaction (as defined in the ASX announcement released by the Company on the date of this agreement) which is in addition to, or inconsistent with, the information contained in the ASX announcement released by the Company on the date of this agreement.

3.2 Satisfaction or waiver of Conditions

- (a) The Buyers must use all reasonable endeavours to:
 - (i) satisfy the Conditions in clauses 3.1(a), (b), (d) (as it relates to the Buyer) and (e) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.
- (b) The Seller must use all reasonable endeavours to:

- (i) satisfy the Conditions in clause 3.1(c) and (d) (as it relates to the Seller) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.
- (c) The Buyers must promptly notify the Seller in writing if they become aware that a Condition in clauses 3.1(a), (b), (d) (as it relates to the Buyer) or (e) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (d) The Seller must promptly notify the Buyers in writing if it becomes aware that a Condition in clauses 3.1(c) or (d) (as it relates to the Seller) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (e) Subject to clause 3.2(f):
 - (i) the Condition in clause 3.1(a) can only be waived by both the Buyers and the Seller prior to the Conditions Precedent Date, giving written notice to each other (as applicable) specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law);
 - (ii) the Condition in clause 3.1(b) can only be waived by the Buyers at any time prior to the Conditions Precedent Date, by giving written notice to the Seller specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law); and
 - (iii) the Conditions in clauses 3.1(c), (d) or (e) can only be waived by the Seller at any time prior to the Conditions Precedent Date, by giving written notice to the Buyers specifying that it no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (f) A Condition may only be waived if the Buyers or the Seller (as applicable) give notice to the Seller or the Buyers (as applicable) prior to the Conditions Precedent Date, specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (g) The Buyers or the Seller (as applicable) may terminate this agreement by giving not less than 2 Business Days written notice to the Seller or the Buyers (as applicable) if at any time before Completion and subject to this clause 3:
 - (i) a Condition is not satisfied or waived by the Buyers and/or the Seller (as applicable) by the Conditions Precedent Date; or
 - (ii) the Buyers and/or the Seller (as applicable) have given notice that a Condition is incapable of being satisfied by the Conditions Precedent Date (unless that Condition is satisfied before the notice is given).

4 Agreement not to dispose of Relevant Shares

- (a) The Seller agrees to not to sell, dispose of, or otherwise deal with, or create or allow to exist any Encumbrance in connection with, the Relevant Shares or any of them or any interest therein, or to agree to do any of those things while this agreement is in force, except to transfer the Relevant Shares to the Buyers (or their nominees).
- (b) Nothing in this agreement will be taken to restrict the ability of the Seller to exercise votes attaching to any of its Relevant Shares (prior to transfer under this agreement) or any other Shares held by the Seller (if any) in the Seller's absolute discretion.

5 Completion

5.1 Time and place for Completion

Completion will occur at Clayton Utz offices, Level 15, 1 Bligh Street, Sydney at 10am on Completion Date.

5.2 Simultaneous actions on Completion

All actions at Completion will be taken to take place simultaneously and a delivery or payment will not be regarded as having been made until all deliveries, payments and share allotments to be made on Completion have been made, unless waived by the relevant party.

5.3 The Seller's obligations

- (a) On the Completion Date, the Seller must do all acts and things and execute and deliver to the Buyers (or as directed by the Buyers) validly executed transfer forms relating to the Relevant Shares in favour of the Buyers (or their nominees)) as required to register and make the Buyers (or their nominees) the legal and beneficial owners of the Relevant Shares as set out in Schedule 2, but subject to clause 2(b).
- (b) The parties agree that the sale and purchase of the Relevant Shares will occur via special crossing under the ASX Market Rules prior to the commencement of trading on ASX on the Completion Date.

The Seller is not required to comply with its obligations under this clause 5.3 unless Completion occurs simultaneously with completion under the Share Purchase Agreements.

5.4 Buyers' obligations

The Buyers must pay to the Seller the Purchase Price for the Relevant Shares transferred to them in cleared funds into an account nominated by the Seller in writing.

5.5 Failure by a party to Complete

If a party does not Complete, other than as a result of default by the other party or a condition not being satisfied, the non-defaulting party may give the defaulting party notice requiring it to Complete within 7 days of receipt of the notice. If the defaulting party does not Complete within this period, the non-defaulting party may choose either to proceed for

specific performance or terminate this agreement. In either case, the non-defaulting party may seek damages for the default.

5.6 Effect of termination

If this agreement is terminated under clause 5.5 then, in addition to any other rights, powers or remedies provided by law each party retains the rights it has against any other party in connection with any breach or claim that has arisen before termination.

The termination of this agreement under this clause does not affect any other rights the parties have against one another at law or in equity and clause 7, clause 8.12 and clause 8.13.

5.7 Title and risk

Beneficial ownership of and risk in the Relevant Shares will pass from the Seller to the Buyers on Completion.

6 Representations and warranties

- (a) The Seller represents and warrants to each Buyer that the Seller is the beneficial owner of all the Relevant Shares and is free to enter into this agreement and that the Relevant Shares are not subject to any Encumbrance that would fetter or compromise the ability of the Seller to comply with its obligations under this agreement.
- (b) The representations and warranties in clause 6(a) are given by the Seller on the date of this agreement and are also given at the time of transfer of those Relevant Shares to the Buyers (or their nominees).
- (c) The Seller acknowledges that the Buyers have entered into this agreement in reliance on the representations and warranties in this clause 6.
- (d) The parties agree that nothing in this agreement:
 - (i) entitles the Buyers to any rights in respect of the Shares of the Company other than the power to control the disposal of the Relevant Shares; or
 - (ii) constitutes an agreement, arrangement or understanding for the purpose of controlling or influencing the composition of the Company's board or the conduct of the Company's affairs.
- (e) The Buyers each represent and warrant to the Seller that each of the following statements is correct and not misleading in any material respect on the date of this agreement and will be correct and not misleading, in any material respect, as at the Completion Date as if made on and as at each of those dates:
 - (i) it has been established as an entity in accordance with the laws in its place of incorporation and is validly existing under those laws;
 - (ii) it has the power to enter into and perform this agreement and each document to be executed at or before Completion to which it is a party and to comply with its obligations under them;
 - (iii) its obligations under this agreement are valid and binding and enforceable against it;

- (iv) it has in full force and effect the authorisations necessary for it to enter into this agreement and each document to be executed at or before Completion to which it is a party, to comply with its obligations and exercise its rights under them and to allow them to be enforced;
- (v) this agreement and the performance by the Buyers of its obligations under it do not contravene its constitution or any law or regulation by which it is bound or cause a default under any agreement, undertaking or other obligation by which it is bound, nor is it required to make any notification or obtain any consent, licence or approval to enter into or perform this agreement;
- (vi) the Buyers are not in possession of any information (other than the fact of its own intention to enter into this agreement) which constitutes “inside information” for purposes of the Corporations Act in relation to the Company; and
- (vii) the Buyers are not insolvent.

7 Confidentiality

7.1 No announcement or other disclosure

Except as permitted by clause 7.2, each party must keep confidential the existence of and the terms of this agreement (including the parties to this agreement and the fact of any of their involvement in the matters the subject of this agreement) and all negotiations between the parties in relation to the subject matter of this agreement.

7.2 Permitted disclosure

Nothing in this agreement prevents a person from disclosing matters referred to in clause 7.1:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential, has before disclosure is made, notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) to any professional adviser of a party who has been retained to advise in relation to the transactions contemplated by this agreement or any auditor of a party who reasonably requires to know;
- (c) with the prior written approval of the party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or
- (d) where the matter has come into the public domain otherwise than as a result of a breach by any party of this agreement.

8 General

8.1 Notices

- (a) Unless expressly stated otherwise in this agreement and subject to clause 8.2, a notice or other communication given under this agreement (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the addressee at the address or email address set out below or to any other address, facsimile number or email address a party notifies to the other under this clause:
 - (A) if to the Seller:

Address	Level 16, 126 Phillip Street
Attention	Chief Operating Officer
Email	johncincotta@db.com
 - (B) if to any Buyer, to the Buyer's Representative:

Address	1201/102 Alfred Street, Milsons Point NSW 2061
Attention	Ian Macoun
Email	ian.macoun@pinnacleinvestment.com.au
 - (iii) must be signed by the sender (if an individual) or an officer of the sender; and
 - (iv) is deemed to be received by the addressee in accordance with clause 8.1(b).
- (b) A Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the addressee;
 - (ii) if by post, 5 Business Days from and including the date of postage; or
 - (iii) 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.

8.2 Notices sent by email

- (a) Notices sent by email need not be marked for attention in the way stated in clause 8.1. However, the email must state the first and last name of the sender.
- (b) Notices sent by email are taken to be signed by the named sender.

8.3 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to the intentions evidenced by this agreement.

8.4 Governing law and jurisdiction

This agreement is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.

8.5 Entire agreement

This agreement, the WIG Side Letter and the Buyers' Representative Side Letter supersede all previous agreements about its subject matter and embodies the entire agreement between the parties.

8.6 Survival and merger

No term of this agreement merges on completion of any transaction contemplated by this agreement.

8.7 Variation

No variation of this agreement is effective unless made in writing and signed by each party.

8.8 Waiver

No waiver of a right or remedy under this agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

8.9 Relationship of the parties

Nothing in this agreement is intended to constitute a relationship of employment, trust, agency or partnership or any other fiduciary relationship between the parties and no party has authority to bind any other party.

8.10 Severability

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

8.11 Assignment, novation and other dealings

A party must not assign or novate this agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of each other party which consent is not to be unreasonably withheld.

8.12 Stamp duties

Each Buyer must pay all stamp duties, other duties and similar taxes, on the transfer of Relevant Shares to it together with any related fees, penalties, fines, interest or statutory charges, in respect of this agreement, the performance of this agreement and each transaction effected or contemplated by or made under this agreement.

8.13 Costs

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

8.14 Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this agreement.

1 Dictionary

In this deed:

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Sydney, Australia.

Buyers' Representative Side Letter means the side letter dated on or about the date of this agreement between Mr Ian Macoun, the buyers under the Share Purchase Agreements and the Seller.

Company means Wilson Group Limited (ACN 100 325 184).

Completion means the completion of sale and purchase of Relevant Shares in accordance with clause 5.

Completion Date means the date on which completion under the share purchase agreement referred to in Condition (a) between certain of the Buyers and the Company occurs.

Condition means each of the conditions listed in clause 3.1.

Conditions Precedent Date means 31 August 2016.

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

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant or any other security arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Macoun Generation Z means Macoun Generation Z Pty Ltd (ACN 121 357 720) as trustee for the Macoun Generation Z Family Trust.

Macoun Superannuation means Macoun Superannuation Pty Ltd (ACN 169 311 264) as trustee for the Macoun Superannuation Fund.

Pinnacle means Pinnacle Investment Management Ltd (ACN 109 659 109).

Purchase Price has the meaning given in 2(a)(i).

Relevant Shares means 6,806,704 Shares owned by the Seller representing approximately 6.158% of all Shares as at the date of this agreement.

Replacement Shares means the ordinary shares issued in the Company to be allotted to certain of the Buyers under the share purchase agreement between the Company and certain of the Buyers referred to in Condition (a).

Shares means ordinary shares in the capital of Company.

Share Purchase Agreements means each of:

- (a) the share purchase agreement between the Seller, Mr Ian Macoun, Macoun Superannuation Pty Ltd ATF the Macoun Superannuation Fund, Macoun Generation Z Pty Ltd ATF the Macoun Generation Z Family Trust, Macoun Family Superannuation Pty Ltd ATF the Macoun Family Superannuation Fund and NTQ Pty Limited ATF the Macoun Family Trust dated on or about the date of this agreement;
- (b) the share purchase agreement between the Seller and AJF Squared Pty Ltd ATF AJF Squared Family Trust dated on or about the date of this agreement;
- (c) the share purchase agreement between the Seller and Adrian Whittingham ATF the Adrian Whittingham Family Trust dated on or about the date of this agreement;
- (d) the share purchase agreement between the Seller, Usinoz Pty Ltd ATF the Ihlenfeldt Family Trust and Restinoz Pty Ltd ATF the Restinoz Super Fund dated on or about the date of this agreement;
- (e) the share purchase agreement between the Seller, Andrew Chambers ATF the Andrew C Chambers Family Trust and Fleur Chambers ATF the Andrew C Chambers Family Trust dated on or about the date of this agreement; and
- (f) the share purchase agreement between the Seller, Mark Cormack ATF the Cormack Family Trust and Melanie Cormack ATF the Cormack Family Trust dated on or about the date of this agreement.

WIG Side Letter means the side letter dated on or about the date of this agreement between the Company and the Seller.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;

- (iv) a document includes all amendments or supplements to that document;
- (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
- (vi) this deed includes all schedules and attachments to it;
- (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
- (viii) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day, where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located, and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

Schedule 2 Buyers and Relevant Shares

Buyer	Relevant Shares
Macoun Superannuation Pty Ltd (ACN 169 311 264) as trustee for the Macoun Superannuation Fund	1,111,111 Ordinary shares issued in the Company
Macoun Generation Z Pty Ltd (ACN 121 357 720) as trustee for the Macoun Generation Z Family Trust	555,556 Ordinary shares issued in the Company
Macoun Family Superannuation Pty Ltd (ACN 121 357 748) as trustee for the Macoun Family Superannuation Fund	2,222,222 Ordinary shares issued in the Company
NTQ Pty Limited (ACN 169 942 714) as trustee for the Macoun Family Trust	2,917,815 Ordinary shares issued in the Company

Execution page

Signed as an agreement.

SIGNED by JOHN CINCOTTA
AND DAVID IRVING as
attorney for **DEUTSCHE AUSTRALIA**
LIMITED under power of attorney dated
16 JUNE 2014 in the presence of:



Signature of witness

CAMERON BRUCE


Name of witness (block letters)




Signature of witness

CAMERON BRUCE

Name of witness (block letters)


By executing this document the
attorney states that the attorney has
received no notice of revocation of the
power of attorney


By executing this document the
attorney states that the attorney has
received no notice of revocation of the
power of attorney

Signed by **Ian Macoun** in the presence of:



Signature of witness

Calvin Kwok

Full name of witness

Executed by **Macoun Superannuation Pty Ltd as trustee for the Macoun Superannuation Fund** in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

BENJAMIN MACOUN

Full name of director

Executed by **Macoun Generation Z Pty Ltd as trustee for the Macoun Generation Z Family Trust** in accordance with section 127 of the Corporations Act 2001 (Cth):

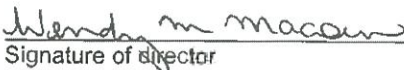


Signature of director

BENJAMIN MACOUN

Full name of director

Executed by **Macoun Family Superannuation Pty Ltd as trustee for the Macoun Family Superannuation Fund** in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

WENDY MARIE MACOUN

Full name of director



Signature



Signature of company secretary/director

Ian Macoun

Full name of company secretary/director



Signature of company secretary/director

Ian Macoun

Full name of company secretary/director

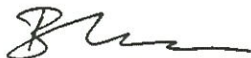


Signature of company secretary/director

Ian Macoun

Full name of company secretary/director

**Executed by NTQ Pty Limited as trustee
for the Macoun Family Trust** in accordance
with section 127 of the Corporations Act 2001
(Cth):



Signature of director

BENJAMIN MACOUN
Full name of director



Signature of company secretary/director

Ian Macoun
Full name of company secretary/director

Share Purchase Agreement

(relating to Wilson Group Limited)

Deutsche Australia Limited
Each party set out in Schedule 1

16 May 2016

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Parties

- 1 **Deutsche Australia Limited** (ACN 006 385 593) (**Seller**)
 - 2 Each party set out in Schedule 2 (**Buyer**)
-

Background

- A The Seller owns the Relevant Shares in the Company.
- B The Buyer intends to contemporaneously enter into a separate share purchase agreement under which they will sell all their shares in Pinnacle to the Company.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this agreement.

2 Sale and purchase of Relevant Shares

- (a) The Seller must sell the Relevant Shares to the Buyer and the Buyer must buy the Relevant Shares from the Seller:
 - (i) for \$0.95 per Relevant Share, less the amount of any special dividends of up to a maximum amount of 5 cents per Relevant Share declared on the Relevant Shares between the date of this agreement and Completion., provided that the declared dividend has a record date for determining entitlement to the dividend which is prior to Completion (**Purchase Price**);
 - (ii) on the Completion Date;
 - (iii) free from any Encumbrance; and
 - (iv) subject to clause 2(a)(i), with all rights attached to or accruing to them on and from the Completion Date.

- (b) The number of Relevant Shares offered to the Buyer is set out in Schedule 2.

3 Conditions precedent

3.1 Conditions precedent to Completion

The Buyer and Seller are only obliged to perform their obligations in relation to clauses 3.2 and 5 if the following Conditions are satisfied or waived by the Buyer and/or the Seller (as applicable):

Condition
(a) Share purchase agreement: The Company and the Buyer execute and complete a share sale agreement under which the Company buys the Buyer's shares in Pinnacle and are allotted Replacement Shares.
(b) Loan agreements: The Company and Adrian Whittingham enter into a loan agreement in the amount of \$500,000.40 for the purpose of providing financial assistance to the Buyer to buy a portion of the Relevant Shares.
(c) WIG Side Letter: The Company and the Seller execute the WIG Side Letter in a form acceptable to the Seller (acting reasonably).
(d) Buyers' Representative Side Letter: The Buyers' Representative, the Seller and the Buyer execute the Buyer's Representative Side Letter in a form acceptable to the Seller (acting reasonably).
(e) Meeting materials: The meeting materials other than the independent expert's report distributed in relation to the extraordinary general meeting of the Company do not disclose any new material information in relation to the transaction (as defined in the ASX announcement released by the Company on the date of this agreement) which is in addition to, or inconsistent with, the information contained in the ASX announcement released by the Company on the date of this agreement.

3.2 Satisfaction or waiver of Conditions

- (a) The Buyer must use all reasonable endeavours to:
- (i) satisfy the Conditions in clauses 3.1(a), (b), (d) (as it relates to the Buyer) and (e) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.
- (b) The Seller must use all reasonable endeavours to:
- (i) satisfy the Conditions in clause 3.1(c) and (d) (as it relates to the Seller) before the Conditions Precedent Date; and
 - (ii) co-operate with the other parties in doing anything necessary to satisfy the Conditions.

- (c) The Buyer must promptly notify the Seller in writing if they become aware that a Condition in clauses 3.1(a), (b), (d) (as it relates to the Buyer) or (e) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (d) The Seller must promptly notify the Buyer in writing if it becomes aware that a Condition in clauses 3.1(c) or (d) (as it relates to the Seller) is:
 - (i) satisfied; or
 - (ii) becomes incapable of being satisfied before the Conditions Precedent Date.
- (e) Subject to clause 3.2(f):
 - (i) the Condition in clause 3.1(a) can only be waived by both the Buyer and the Seller prior to the Conditions Precedent Date, giving written notice to each other (as applicable) specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law);
 - (ii) the Condition in clause 3.1(b) can only be waived by the Buyer at any time prior to the Conditions Precedent Date, by giving written notice to the Seller specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law); and
 - (iii) the Conditions in clauses 3.1(c), (d) or (e) can only be waived by the Seller at any time prior to the Conditions Precedent Date, by giving written notice to the Buyer specifying that it no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (f) A Condition may only be waived if the Buyer or the Seller (as applicable) give notice to the Seller or the Buyer (as applicable) prior to the Conditions Precedent Date, specifying that they no longer require the Condition to be fulfilled (provided such waiver is permitted by law).
- (g) The Buyer or the Seller (as applicable) may terminate this agreement by giving not less than 2 Business Days written notice to the Seller or the Buyer (as applicable) if at any time before Completion and subject to this clause 3:
 - (i) a Condition is not satisfied or waived by the Buyer and/or the Seller (as applicable) by the Conditions Precedent Date; or
 - (ii) the Buyer and/or the Seller (as applicable) have given notice that a Condition is incapable of being satisfied by the Conditions Precedent Date (unless that Condition is satisfied before the notice is given).

4 Agreement not to dispose of Relevant Shares

- (a) The Seller agrees to not to sell, dispose of, or otherwise deal with, or create or allow to exist any Encumbrance in connection with, the Relevant Shares or any of them or any interest therein, or to agree to do any of those things while this agreement is in force, except to transfer the Relevant Shares to the Buyer (or its nominees).

- (b) Nothing in this agreement will be taken to restrict the ability of the Seller to exercise votes attaching to any of its Relevant Shares (prior to transfer under this agreement) or any other Shares held by the Seller (if any) in the Seller's absolute discretion.

5 Completion

5.1 Time and place for Completion

Completion will occur at Clayton Utz offices, Level 15, 1 Bligh Street, Sydney at 10am on Completion Date.

5.2 Simultaneous actions on Completion

All actions at Completion will be taken to take place simultaneously and a delivery or payment will not be regarded as having been made until all deliveries, payments and share allotments to be made on Completion have been made, unless waived by the relevant party.

5.3 The Seller's obligations

- (a) On the Completion Date, the Seller must do all acts and things and execute and deliver to the Buyer (or as directed by the Buyer) validly executed transfer forms relating to the Relevant Shares in favour of the Buyer (or their nominees)) as required to register and make the Buyer (or their nominees) the legal and beneficial owners of the Relevant Shares as set out in Schedule 2, but subject to clause 2(b).
- (b) The parties agree that the sale and purchase of the Relevant Shares will occur via special crossing under the ASX Market Rules prior to the commencement of trading on ASX on the Completion Date.

The Seller is not required to comply with its obligations under this clause 5.3 unless Completion occurs simultaneously with completion under the Share Purchase Agreements.

5.4 Buyer's obligations

The Buyer must pay to the Seller the Purchase Price for the Relevant Shares transferred to them in cleared funds into an account nominated by the Seller in writing.

5.5 Failure by a party to Complete

If a party does not Complete, other than as a result of default by the other party or a condition not being satisfied, the non-defaulting party may give the defaulting party notice requiring it to Complete within 7 days of receipt of the notice. If the defaulting party does not Complete within this period, the non-defaulting party may choose either to proceed for specific performance or terminate this agreement. In either case, the non-defaulting party may seek damages for the default.

5.6 Effect of termination

If this agreement is terminated under clause 5.5 then, in addition to any other rights, powers or remedies provided by law each party retains the rights it has against any other party in connection with any breach or claim that has arisen before termination.

The termination of this agreement under this clause does not affect any other rights the parties have against one another at law or in equity and clause 7, clause 8.12 and clause 8.13.

5.7 Title and risk

Beneficial ownership of and risk in the Relevant Shares will pass from the Seller to the Buyer on Completion.

6 Representations and warranties

- (a) The Seller represents and warrants to the Buyer that the Seller is the beneficial owner of all the Relevant Shares and is free to enter into this agreement and that the Relevant Shares are not subject to any Encumbrance that would fetter or compromise the ability of the Seller to comply with its obligations under this agreement.
- (b) The representations and warranties in clause 6(a) are given by the Seller on the date of this agreement and are also given at the time of transfer of those Relevant Shares to the Buyer (or its nominees).
- (c) The Seller acknowledges that the Buyer has entered into this agreement in reliance on the representations and warranties in this clause 6.
- (d) The parties agree that nothing in this agreement:
 - (i) entitles the Buyer to any rights in respect of the Shares of the Company other than the power to control the disposal of the Relevant Shares; or
 - (ii) constitutes an agreement, arrangement or understanding for the purpose of controlling or influencing the composition of the Company's board or the conduct of the Company's affairs.
- (e) The Buyer represents and warrants to the Seller that each of the following statements is correct and not misleading in any material respect on the date of this agreement and will be correct and not misleading, in any material respect, as at the Completion Date as if made on and as at each of those dates:
 - (i) it has been established as an entity in accordance with the laws in its place of incorporation and is validly existing under those laws;
 - (ii) it has the power to enter into and perform this agreement and each document to be executed at or before Completion to which it is a party and to comply with its obligations under them;
 - (iii) its obligations under this agreement are valid and binding and enforceable against it;
 - (iv) it has in full force and effect the authorisations necessary for it to enter into this agreement and each document to be executed at or before Completion to which it is a party, to comply with its obligations and exercise its rights under them and to allow them to be enforced;
 - (v) this agreement and the performance by the Buyer of its obligations under it do not contravene its constitution or any law or regulation by which it is bound or cause a default under any agreement, undertaking or other

obligation by which it is bound, nor is it required to make any notification or obtain any consent, licence or approval to enter into or perform this agreement;

- (vi) the Buyer is not in possession of any information (other than the fact of its own intention to enter into this agreement) which constitutes “inside information” for purposes of the Corporations Act in relation to the Company; and
- (vii) the Buyer is not insolvent.

7 Confidentiality

7.1 No announcement or other disclosure

Except as permitted by clause 7.2, each party must keep confidential the existence of and the terms of this agreement (including the parties to this agreement and the fact of any of their involvement in the matters the subject of this agreement) and all negotiations between the parties in relation to the subject matter of this agreement.

7.2 Permitted disclosure

Nothing in this agreement prevents a person from disclosing matters referred to in clause 7.1:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential, has before disclosure is made, notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) to any professional adviser of a party who has been retained to advise in relation to the transactions contemplated by this agreement or any auditor of a party who reasonably requires to know;
- (c) with the prior written approval of the party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or
- (d) where the matter has come into the public domain otherwise than as a result of a breach by any party of this agreement.

8 General

8.1 Notices

- (a) Unless expressly stated otherwise in this agreement and subject to clause 8.2, a notice or other communication given under this agreement (**Notice**):
 - (i) must be in legible writing and in English;

- (ii) must be addressed to the addressee at the address or email address set out below or to any other address, facsimile number or email address a party notifies to the other under this clause:

- (A) if to the Seller:

Address	Level 16, 126 Phillip Street
Attention	Chief Operating Officer
Email	johncincotta@db.com

- (B) if to the Buyer, to the Buyer's Representative:

Address	20 Thompson Place, Baulkham Hills NSW 2153
Attention	Adrian Whittingham
Email	adrian.whittingham@pinnacleinvestment.com.au

- (iii) must be signed by the sender (if an individual) or an officer of the sender; and

- (iv) is deemed to be received by the addressee in accordance with clause 8.1(b).

- (b) A Notice is deemed to be received:

- (i) if sent by hand, when delivered to the addressee;
- (ii) if by post, 5 Business Days from and including the date of postage; or
- (iii) 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.

8.2 Notices sent by email

- (a) Notices sent by email need not be marked for attention in the way stated in clause 8.1. However, the email must state the first and last name of the sender.
- (b) Notices sent by email are taken to be signed by the named sender.

8.3 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to the intentions evidenced by this agreement.

8.4 Governing law and jurisdiction

This agreement is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.

8.5 Entire agreement

This agreement, the WIG Side Letter and the Buyers' Representative Side Letter supersede all previous agreements about its subject matter and embodies the entire agreement between the parties.

8.6 Survival and merger

No term of this agreement merges on completion of any transaction contemplated by this agreement.

8.7 Variation

No variation of this agreement is effective unless made in writing and signed by each party.

8.8 Waiver

No waiver of a right or remedy under this agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

8.9 Relationship of the parties

Nothing in this agreement is intended to constitute a relationship of employment, trust, agency or partnership or any other fiduciary relationship between the parties and no party has authority to bind any other party.

8.10 Severability

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

8.11 Assignment, novation and other dealings

A party must not assign or novate this agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of each other party which consent is not to be unreasonably withheld.

8.12 Stamp duties

The Buyer must pay all stamp duties, other duties and similar taxes, on the transfer of Relevant Shares to it together with any related fees, penalties, fines, interest or statutory charges, in respect of this agreement, the performance of this agreement and each transaction effected or contemplated by or made under this agreement.

8.13 Costs

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

8.14 Counterparts

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1 Dictionary

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Buyers' Representative Side Letter means the side letter dated on or about the date of this agreement between Mr Ian Macoun, the buyer under the Share Purchase Agreements and the Seller.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Sydney, Australia.

Company means Wilson Group Limited (ACN 100 325 184).

Completion means the completion of sale and purchase of Relevant Shares in accordance with clause 5.

Completion Date means the date on which completion under the share purchase agreement referred to in Condition (a) between the Buyer and the Company occurs.

Condition means each of the conditions listed in clause 3.1.

Conditions Precedent Date means 31 August 2016.

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

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant or any other security arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Pinnacle means Pinnacle Investment Management Ltd (ACN 109 659 109).

Purchase Price has the meaning given in 2(a)(i).

Relevant Shares means 555,556 Shares owned by the Seller representing approximately 0.503% of all Shares as at the date of this agreement.

Replacement Shares means the ordinary shares issued in the Company to be allotted to the Buyer under the share purchase agreement between the Company and the Buyer.

Shares means ordinary shares in the capital of Company.

Share Purchase Agreements means each of:

- (a) the share purchase agreement between the Seller, Mr Ian Macoun, Macoun Superannuation Pty Ltd ATF the Macoun Superannuation Fund, Macoun Generation Z Pty Ltd ATF the Macoun Generation Z Family Trust, Macoun Family Superannuation Pty Ltd ATF the Macoun Family Superannuation Fund and NTQ Pty Limited ATF the Macoun Family Trust dated on or about the date of this agreement;

- (b) the share purchase agreement between the Seller and AJF Squared Pty Ltd ATF AJF Squared Family Trust dated on or about the date of this agreement;
- (c) the share purchase agreement between the Seller and Adrian Whittingham ATF the Adrian Whittingham Family Trust dated on or about the date of this agreement;
- (d) the share purchase agreement between the Seller, Usinoz Pty Ltd ATF the Ihlenfeldt Family Trust and Restinoz Pty Ltd ATF the Restinoz Super Fund dated on or about the date of this agreement;
- (e) the share purchase agreement between the Seller, Andrew Chambers ATF the Andrew C Chambers Family Trust and Fleur Chambers ATF the Andrew C Chambers Family Trust dated on or about the date of this agreement; and
- (f) the share purchase agreement between the Seller, Mark Cormack ATF the Cormack Family Trust and Melanie Cormack ATF the Cormack Family Trust dated on or about the date of this agreement.

WIG Side Letter means the side letter dated on or about the date of this agreement between the Company and the Seller.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;

- (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
- (viii) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day, where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located, and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

Schedule 2

Buyer and Relevant Shares

Buyer	Relevant Shares
Adrian Whittingham as trustee for the Adrian Whittingham Family Trust	555,556 Ordinary shares issued in the Company

Execution page

Signed as an agreement.

SIGNED by JOHN CINCOTTA)
AND DAVID IRVING) as)
attorney for **DEUTSCHE AUSTRALIA**)
LIMITED under power of attorney dated)
16 JUNE 2014 in the presence of:)



Signature of witness)

CAMERON BRUCE)

Name of witness (block letters))



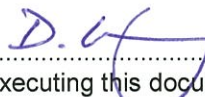
Signature of witness)

CAMERON BRUCE)

Name of witness (block letters))

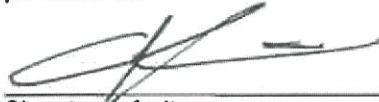


By executing this document the)
attorney states that the attorney has)
received no notice of revocation of the)
power of attorney)



By executing this document the)
attorney states that the attorney has)
received no notice of revocation of the)
power of attorney)

Signed by **Adrian Whittingham** in the presence of:



Signature of witness

Calvin Kwok

Full name of witness

Signed by **Adrian Whittingham as trustee for the Adrian Whittingham Family Trust** in the presence of:



Signature of witness

Calvin Kwok

Full name of witness



Signature



Signature