

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Contango Asset Management Limited (Company)

ACN/ARSN ACN 080 277 998

1. Details of substantial holder (1)

Name Pacific Point Partners Limited (**Pacific Point**), Mr James Packer, Mr Robert Rankin and each of the persons set out in Annexure A (the **Passive Substantial Holders**)

ACN/ARSN (if applicable) See Annexure A

The holder became a substantial holder on 26/09/2016

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	8,448,785	8,448,785	19.99%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Pacific Point	Taken to have a relevant interest under section 608(1)(a) of the Corporations Act. Pacific Point is the registered holder of the shares, which were issued under the public offering by the Company and pursuant to the Sub-Underwriting Agreement and Commitment Deed set out in Annexure B.	8,448,785 ordinary shares
Mr Robert Rankin and Mr James Packer	Controlling interest in Pacific Point	8,448,785 ordinary shares
Passive Substantial Holders	Each Passive Substantial Holder has voting power above 20% in Pacific Point. Therefore, by operation of section 608(3)(a) of the Corporations Act, each Passive Substantial Holder has a deemed relevant interest in the shares in the Company held by Pacific Point.	8,448,785 ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Pacific Point, Mr Robert Rankin, Mr James Packer and each Passive Substantial Holder	Pacific Point	Pacific Point	8,448,785 ordinary shares

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
		Cash	
Pacific Point, Mr Robert Rankin, Mr James Packer and each Passive Substantial Holder	26 September 2016	\$0.60 per share	8,448,785 ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Pacific Point, Mr Robert Rankin, Mr James Packer and each Passive Substantial Holder	Pacific Point is jointly controlled by Mr James Packer and Mr Robert Rankin. The entities listed in Annexure A are associates because such entities are controlled by either Pacific Point or Mr Packer.

7. Addresses

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

Name	Address
Pacific Point, Mr Robert Rankin, Mr James Packer and each Passive Substantial Holder	C/Level 39, Liberty Place, 161 Castlereagh Street, Sydney, NSW, 2000

Signature

print name Phooi Fung Toh

capacity Director

sign here



date 27 September 2016

DIRECTIONS

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

Annexure A

This is Annexure A of 4 pages referred to in form 603 Notice of initial substantial holder by Pacific Point Partners Limited, Mr Robert Rankin, Mr James Packer and each of the entities set out in this annexure.



Name: Phooi Fung Toh
Capacity: Director
Date: 27 September 2016

<u>PARTY/ENTITY NAME</u>	<u>AUSTRALIAN COMPANY NO.</u>
555 E DURANT HOLDINGS LLC	
AIDEM HOLDINGS PTY LIMITED	161 624 399
ANCARAC INVESTMENTS BV	
ANCARAC PTY LTD	055 253 891
ANGEL WATERS PTY LTD	103 177 760
ARCTIC CAPITAL LTD	
ASPINALL HOLDINGS BV	
AUSTRALIAN FINANCIAL TIMES PTY LTD	003 993 682
AUSTRALIAN FLUORINE CHEMICALS PTY LTD	000 333 684
BAREAGE PTY LTD	060 526 865
BIRDMAN HOLDINGS LLC	
BLACK MASS HOLDINGS LLC	
BLACKCOURT LEAGUE INVESTMENTS PTY LIMITED	118 259 733
BSI BLUE SKY INTERNATIONAL LTD. (BVI)	
BSI BLUE SKY INTERNATIONAL LTD. (MAURITIUS)	
BUTTERMILK PROPERTIES LLC	
CAIRNTON HOLDINGS BAHAMAS LIMITED	
CAIRNTON HOLDINGS LLC	
CAIRNTON HOLDINGS PTY LIMITED	008 394 134
CAIRNTON LIMITED	
CAIRNTON PTY LTD	001 735 075
CALATINE PTY LTD	056 229 675
CAPTWO PTY LTD	091 030 929
CASTHREE PTY LTD	084 494 619
CASTWO PTY LTD	084 494 520
CATONE PTY LTD	091 030 910
CAVALANE HOLDINGS PTY LTD	080 695 754
CBG HOLDING COMPANY PTY LIMITED	163 161 420
CHERMON PTY LTD	123 039 305
COMPRESS (HONG KONG) LIMITED	
COMPRESS (MALAYSIA) SDN. BHD.	
COMPRESS CAYMAN II, LDC	
COMPRESS CAYMAN III LDC	
COMPRESS CAYMAN, LDC	
COMPRESS CHRISTCHURCH PTY LTD	
COMPRESS CYPRUS LTD	
COMPRESS FINANCE BV	
COMPRESS HOLDINGS PTY LTD	088 047 974
COMPRESS INTERNATIONAL (NETHERLANDS ANTILLES) II NV	
COMPRESS INTERNATIONAL (NETHERLANDS ANTILLES) NV	
COMPRESS INTERNATIONAL FINANCE	
COMPRESS MAURITIUS LIMITED	
COMPRESS SECURITIES PTY LIMITED	160 602 853
CONSOLIDATED CUSTODIANS INTERNATIONAL LIMITED	

<u>PARTY/ENTITY NAME</u>	<u>AUSTRALIAN COMPANY NO.</u>
CONSOLIDATED CUSTODIANS PTY LTD	008 394 492
CONSOLIDATED GAMING PTY LTD	071 513 409
CONSOLIDATED PRESS (FINANCE) II PTY LTD	603 295 834
CONSOLIDATED PRESS (FINANCE) III PTY LTD	604 881 030
CONSOLIDATED PRESS (FINANCE) LLC	
CONSOLIDATED PRESS (FINANCE) PTY LTD	001 557 035
CONSOLIDATED PRESS ENTERTAINMENT PTY LTD	070 506 606
CONSOLIDATED PRESS FINANCIAL SERVICES PTY LTD	008 457 869
CONSOLIDATED PRESSS HOLDINGS (HONG KONG) LIMITED	
CONSOLIDATED PRESS HOLDINGS (NORTH AMERICA) LLC	
CONSOLIDATED PRESS HOLDINGS PTY LIMITED	008 394 509
CONSOLIDATED PRESS INTERNATIONAL HOLDINGS LIMITED	
CONSOLIDATED PRESS INTERNATIONAL LIMITED	
CONSOLIDATED PRESS INVESTMENTS PTY LTD	000 089 118
CONSOLIDATED PRESS PROPERTY PTY LTD	004 160 703
C.P. INTERNATIONAL INVESTMENTS LTD	
C.P. INTERNATIONAL MANAGEMENT SERVICES LTD	
C.P. INTERNATIONAL RESOURCES LTD	
C.P. INTERNATIONAL SECURITIES LTD	
C.P. STRATEGIC LTD	
CPH BARBUDA HOLDINGS LIMITED	
CPH CAPITAL PTY LTD	096 130 899
CPH CROWN HOLDINGS PTY LIMITED	603 296 804
CPH CROWN HOLDINGS II PTY LIMITED	608 867 036
CPH DIRECT INVESTMENTS PTY LTD	122 328 652
CPH GAMING I PTY LIMITED	603 295 674
CPH GAMING II PTY LIMITED	603 295 923
CPH GAMING III PTY LIMITED	603 296 162
CPH GAMING IVA PTY LIMITED	603 296 537
CPH GAMING IVB PTY LIMITED	603 296 546
CPH INVESTMENTS MANAGEMENT PTY LIMITED	092 008 172
CPH MANAGEMENT (2014) ISRAEL LTD	
CPH PGFG HOLDINGS PTY LIMITED	603 297 918
CPH PGFG I PTY LIMITED	603 297 132
CPH PRODUCTS PTY LIMITED	106 918 638
CPH PROPERTY PTY LIMITED	000 031 747
CPH S.ONE HOLDINGS PTY LIMITED	603 297 927
CPH S.ONE I PTY LIMITED	603 297 310
CPH SNOW INVESTMENTS PTY LIMITED	163 335 724
CPH WA INVESTMENT CO PTY LIMITED	129 011 534
CPH ZHAOPIN HOLDINGS PTY LIMITED	603 298 719
CPH ZHAOPIN I PTY LIMITED	603 298 344
CPH ZILLOW HOLDINGS PTY LIMITED	603 300 090
CPH ZILLOW I PTY LIMITED	603 299 074
CPIL (NO. 1) HOLDINGS PTY LTD	607 763 780
CPIL INVESTMENTS PTY LTD	607 762 952
CPIL TWO LIMITED	
DCE AMERICA INC.	
ECOM.COM LTD	
ELLERSTINA INVERSIONES (MALAYSIA) SDN BHD	
ELLERSTINA INVERSIONES SA	
ELLERSTON CAPITAL LTD	110 397 674
ENGINE ROOM MANAGEMENT PTY LTD	094 993 585

<u>PARTY/ENTITY NAME</u>	<u>AUSTRALIAN COMPANY NO.</u>
ENGINE ROOM MUSIC PTY LTD	088 993 104
ENTOURAGE HOLDINGS LLC	
FANITA MUSIC PUBLISHING (ASCAP) LLC	
FAPOMO PTY LTD	003 191 768
FRENSEAL PTY LTD	080 508 747
HOLIWEST PTY LTD	082 627 898
HORRIBLE BOSSES 2 LLC	
HOYTS CINEMAS (SOUTH AMERICA) HOLDINGS LIMITED	
HOYTS CINEMAS AMERICA LIMITED	
HOYTS CINEMAS ARGENTINA LIMITED	
HOYTS CINEMAS CHILE LIMITED	
HOYTS CINEMAS GERMANY GMBH	
HOYTS CINEMAS OPERATIONS PTY LTD	006 530 347
HOYTS CINEMAS OVERSEAS HOLDINGS SDN BHD	
HOYTS CINEMAS POLSKA SP ZOO	
HOYTS EMERGING TERRITORIES LTD	
HOYTS OVERSEAS OPERATIONS SDN BHD	
HUSH HOLDING COMPANY INC	
HUSH HOLDING SUBSIDIARY INC	
HUSH HOLDINGS US INC	
HYDE PARK GARDENS (JERSEY) LIMITED	
JADEITE PHOENIX PTY LIMITED	164 098 113
JASLIB PTY LTD	065 059 458
JASOPT INVESTMENTS BAHAMAS LTD	
JASOPT PTY LTD	065 064 164
JERSEY BOYS HOLDINGS LLC	
LENVOKA PTY LIMITED	003 274 628
LUTRUST PTY LIMITED	088 937 428
MAGENTA INVESTMENTS LTD	
MANOC DEVELOPMENTS PTY LTD	137 556 524
MARIO MUSIC PUBLISHING (BMI) LLC	
MISTYTIME PTY LTD	065 215 885
MRED HOLDINGS LIMITED	
MRED LIMITED	
MURRAY LEISURE GROUP PTY LIMITED	000 090 273
MURRAY PUBLISHERS PTY LIMITED	000 067 998
NATARY PTY LTD	003 337 719
NAVISONE PTY LTD	113 657 766
NICARBY PTY LTD	086 715 362
NORTHKOM BAHAMAS LIMITED	
NORTHEAST CINEMAS (CONNECTICUT) L.L.C.	
NORTHEAST CINEMAS (MARYLAND) L.L.C.	
NORTHEAST CINEMAS, L.L.C.	
NORTHKOM I PTY LIMITED	604 022 899
NORTHKOM PTY LTD	082 885 961
NOVA ONE LTD.	
NOVA TWO LTD.	
OCCAM PARTNERS FUND LP	
PALIDYE BAHAMAS NO. 1 LIMITED	
PALIDYE BAHAMAS NO. 2 LIMITED	
PALIDYE PTY LIMITED	080 484 868
PALIDYE NO. 2 PTY LIMITED	143 607 292
PALIDYE NO. 3 PTY LIMITED	143 730 769

<u>PARTY/ENTITY NAME</u>	<u>AUSTRALIAN COMPANY NO.</u>
PARK STREET PARTNERS CAYMAN II LIMITED	
PARK STREET SPV 1 (CAYMAN) LIMITED	
PF HOLDINGS LIMITED	
RATPAC DEVELOPMENT LLC	
RATPAC DOCUMENTARY FILMS LLC	
RATPAC ENTERTAINMENT II LLC	
RATPAC ENTERTAINMENT LLC	
RATPAC FILM FUND LLC	
RATPAC HAWAII LLC	
RATPAC HH LLC	
RATPAC HOLDING LLC	
RATPAC IMAX HOLDINGS LLC	
RATPAC ISTL LLC	
RATPAC PAN HOLDINGS LLC	
RATPAC PRESS LLC	
RATPAC PRODUCTIONS LLC	
RATPAC RECORDS LLC	
RATPAC TRUTH AUSTRALIA LLC	
RATPAC TRUTH LLC	
RAYSTONEL PTY LIMITED	123 039 270
REVENANT LLC	
REVLAKE PTY LIMITED	051 765 818
RIDGEGATE PROPRIETARY LIMITED	058 139 923
ROSGROVE PTY LIMITED	051 649 560
ROYVIS PTY LTD	120 398 512
S.ONE HOLDING COMPANY PTY LIMITED	601 640 215
SAMENIC PTY LIMITED	066 234 900
SANDPIPER BAHAMAS LIMITED	
SAVABOW PTY LTD	084 712 774
SBC BURLINGTON CORP	
SCRUMPAC PTY LIMITED	602 375 253
SILTHREE PTY LTD	084 494 575
SILTWO PTY LTD	084 494 495
SILVER CITY CINEMAS, LLC	
SILVER CITY HOLDINGS, LLC	
SNOWLOVE PTY LTD	061 232 728
SONOMACO PTY LIMITED	169 386 421
TARINGAH PTY LTD	105 268 862
TERALEAF PTY LTD	082 624 306
TORANAGA PTY LTD	056 229 728
TORAY PTY LTD	002 348 503
TREYSTA PTY LTD	078 467 080
VICTORIA FIELDS PTY LTD	103 015 550
VICTORIA KEY INVESTMENTS PTY LTD	123 099 696
VICTORIA KEYS INVESTMENTS (JERSEY) LTD	
VICTORIA KEYS PTY LTD	123 051 114
WAKEFIELD BAHAMAS LIMITED	
WATER DIVINER LLC	
WEST BUTTERMILK HOLDINGS VIII LLC	
WESTERN EMPIRE PUBLICATIONS LIMITED	
WILBUR HOLDINGS LIMITED	
WILBUR ONE LIMITED	
WOOLTECH PTY LIMITED	010 717 441

Annexure B

This is Annexure B of 33 pages referred to in form 603 Notice of initial substantial holder by Pacific Point Partners Limited, Mr Robert Rankin, Mr James Packer and each of the entities set out in Annexure A.

A handwritten signature in black ink, appearing to read 'Phooi Fung Toh', with a stylized flourish at the end.

Name: Phooi Fung Toh
Capacity: Director
Date: 27 September 2016



Amendment Deed – Sub-Underwriting Agreement

Taylor Collison Limited

ABN 53 008 172 450

and

Pacific Point Partners Limited

Company Number 301266

THIS DEED is made on

21 July

2016

BETWEEN:

- (1) **Pacific Point Partners Limited** Company Number 301266 (**Pacific Point**); and
- (2) **Taylor Collison Limited** ABN 53 008 172 450 (**Underwriter**).

RECITALS

The parties wish to amend the Principal Document in the manner set out in this document.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

Amended Principal Document means the Principal Document as amended by this document.

Amendment Date means the date of this document.

Principal Document means the Letter Agreement in relation to sub-underwriting dated 24 June 2016 between the Underwriter and Pacific Point .

2. **AMENDMENT**

2.1 **Amendment to Principal Document**

- (a) The Principal Document is amended with effect on and from the Amendment Date to read as set out in Annexure A.
- (b) Paragraph (a) does not affect any right or obligation of either party that arises before the Amendment Date.

2.2 **Effect of amendment**

- (a) Except as expressly amended by this document, no changes to the Principal Document are to be inferred or implied, and in all other respects the Principal Document is confirmed and remains in full force and effect.
- (b) With effect on and from the Amendment Date, references to the Principal Document will be read and construed as references to the Amended Principal Document.

3. **GENERAL**

3.1 **Governing law**

- (a) This document is governed by the laws of New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

3.2 Giving effect to this document

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this document.

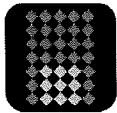
3.3 Amendment

This document can only be amended or replaced by another document signed by the parties.

3.4 Counterparts

This document may be executed in counterparts.

ANNEXURE A
Amended Principal Document



TAYLOR COLLISON

Sharebrokers and Investment Advisers

www.taylorcollison.com.au

23 June 2016

Pacific Point Partners Limited
PO Box 309 Ugland House
Grand Cayman, KY1-1104
Cayman Islands
By email:

PRIVATE AND CONFIDENTIAL

Dear,

Tyrian Diagnostics Limited and CAM SPV Pty Ltd – Offer of Shares – Offer of Sub-Underwriting

Acceptance due by 6.00pm AEST, 23 June 2016

1. **Offer**
 - 1.1 Tyrian Diagnostics Limited ACN 080 277 998 (**Issuer**) is seeking to raise \$17,185,980 through an offer (**Offer**) of 28,643,300 shares (**Offer Shares**) at \$0.60 per fully paid ordinary share (post a 1 for 300 share consolidation) (**Offer Price**). The Issuer's ability to make the Offer is dependent upon the Issuer's shareholders approving a number of resolutions at an extraordinary general meeting of shareholders of the Issuer (**EGM**) intended to be held in the first week of August 2016.
 - 1.2 Taylor Collison Ltd (**Taylor Collison**) has been appointed as exclusive underwriter and manager to the Offer.
 - 1.3 Simultaneous with your acceptance of this document, Taylor Collison will enter into an underwriting agreement with the Issuer and CAM SPV Pty Ltd ACN 612 978 800 (**SPV Co**) (**Underwriting Agreement**) to underwrite 100% of the value of the Offer (**Underwritten Amount**).
 - 1.4 Pursuant to a Commitment Deed between the Issuer and Pacific Point Partners Limited (**Pacific Point**) dated on or about the date of this document, the Issuer has undertaken to Pacific Point that it will allocate at least 8,448,785 Offer Shares (**Allocated Shares**) to Taylor Collison under the Offer.
 - 1.5 If the relevant resolutions are not passed at the EGM and the Offer is not completed by 30 September 2016 (**Issuer Conditions Precedent**), SPV Co will conduct an excluded offer of 28,643,300 shares (**SPV Shares**) at the same issue price as the Offer Price (**SPV Price**) to raise \$17,185,980 (**Excluded Offer**). Taylor Collison will also underwrite 100% of the value of the Excluded Offer in accordance with the terms of the Underwriting Agreement.
 - 1.6 Pursuant to a loan agreement (**Loan Agreement**) between SPV Co and Pacific Point dated on or about the date of this document:

- (a) SPV Co will, subject to drawdown and advance under the Loan Agreement, owe \$2.6 million (**Loan Amount**) to Pacific Point plus the amount of any additional advances drawn under the Loan Agreement, any accrued interest plus any other amounts payable under the Loan Agreement until it is repaid in full (**Other Loan Amounts**); and
 - (b) SPV Co has agreed to allocate 7,567,375 SPV Shares (**SPV Allocated Shares**) to Pacific Point in the event that the Excluded Offer is undertaken.
- 1.7 Pursuant to clause 8.7 of an Implementation Agreement between SPV Co and the Issuer dated on or about the date of this document, the Issuer owes the Loan Amount plus the Other Loan Amounts to Pacific Point if the conditions in clause 8.1 of that agreement are satisfied.
- 1.8 Pursuant to a Commitment Deed between the Issuer and Pacific Point dated on or about the date of this document, the Issuer has agreed that the Loan Amount plus the Other Loan Amounts payable to Pacific Point will be offset against Pacific Point's obligation to pay \$5,069,271 worth of Shares under this Letter Agreement.
- 1.9 The value of the Offer Shares and the SPV Shares will equal the Underwritten Amount. Proceeds from the Offer, or the Excluded Offer, as the case may be, will be applied towards financing the acquisition of Contango Asset Management Limited and associated entities.
- 1.10 The Issuer is subject to continuous disclosure requirements as a result of its listing on the official list of the ASX.
- 1.11 SPV Co (among others) has entered into the following finance documents (each a **Finance Document**) on or about the date of this Letter Agreement:
 - (a) General Security Deed in favour of Contango Microcap Limited ACN 107 617 381 (**Vendor**);
 - (b) General Security Deed in favour of Pacific Point;
 - (c) Priority Deed between the Vendor and Pacific Point; and
 - (d) the Loan Agreement.
- 1.12 Taylor Collison undertakes to allocate to Pacific Point and Pacific Point agrees to subscribe for on a firm basis the Allocated Shares or the SPV Allocated Shares (as applicable) (both of which shall equate to 19.99% of the shares on issue in the Issuer or SPV Co (as applicable) following the completion of the Offer and the Excluded Offer (as applicable)), irrespective of whether there is any shortfall under the Offer or the Excluded Offer, as follows (**Sub-Underwriting Offer**):

Sub-Underwriting Offer Amount

In respect of the Offer where the value of the Offer is \$17,185,980,
\$5,069,271.00 (or 8,448,785 shares in the Issuer).

In respect of the SPV Offer (which will only occur if the Offer does not proceed)
where the value of the SPV Offer is \$17,185,980, \$4,540,425 (or 7,567,375
shares in SPV).

2. Obligations of Sub-Underwriter

- 2.1 In respect of the Issuer or SPV Co (as the case may be), the amount for which you must subscribe (**Sub-Underwriting Obligation**) will equal the applicable Sub-Underwriting Offer Amount. For the avoidance of doubt, the Sub-Underwriting Obligation will apply in respect of the Issuer or SPV Co (and not both entities).

In respect of each of the Offer and Excluded Offer, the number of shares in the Issuer and SPV Co, as the case may require, for which you must subscribe (**Sub-Underwriting Shares**) will equal the applicable Sub-Underwriting Obligation divided by the Offer Price or SPV Price (as applicable).

- 2.2 Your Sub-Underwriting Obligation in respect of the Offer (if applicable) will be partially satisfied by:

- (a) offsetting the Loan Amount against **4,333,333** Offer Shares;
- (b) offsetting the Other Loan Amounts against an equivalent number of Offer Shares (which shall be calculated as follows:

Other Loan Amounts (as advised and determined by Pacific Point in accordance with the Loan Agreement) divided by \$0.60

- (c) offsetting the Sub-Underwriting Commission payable to Pacific Point under clause 6 against 506,927 Offer Shares,

and notwithstanding that Pacific Point must subscribe for a number of Offer Shares equal to the Sub-Underwriting Shares, Pacific Point will only be required to pay \$2,165,115.00 minus the Other Loan Amounts (**Fund Amount**) under clause 2.4(a) in respect of the Sub-Underwriting Shares.

- 2.3 Your Sub-Underwriting Obligation in respect of the Excluded Offer (if applicable) will be partially satisfied by:

- (a) converting the Loan Amount into **4,333,333** SPV Shares; and
- (b) converting the Other Loan Amounts (calculated in accordance with 2.2(b) above) into the equivalent number of SPV Shares (based on each SPV Share being equal to \$0.60);
- (c) offsetting the Sub-Underwriting Commission payable to Pacific Point under clause 6 against 454,042 SPV Shares,

and notwithstanding that Pacific Point must subscribe for a number of SPV Shares equal to the Sub-Underwriting Shares, Pacific Point will only be required to pay \$1,667,999.00 minus the Other Loan Amounts (the **Fund Amount**) under clause 2.4(a) in respect of the Sub-Underwriting Shares.

- 2.4 The Sub-Underwriting Offer (**your Commitment**) is subject to terms and conditions as set out below.

- (a) In order to accept your Sub-Underwriting Offer, you must complete the attached Acceptance Form and return it to Taylor Collison by 6.00pm AEST, 23 June 2016.

- (b) Your completion of the attached Acceptance Form is an acceptance of your Commitment in full and will require you to, in accordance with the timetable set out below (as it is deemed to be updated in accordance with clause 3), lodge the Fund Amount in immediately available funds subject to this Letter Agreement not being terminated prior to that time.
- (c) Your obligations under this Letter Agreement are conditional on Taylor Collison executing an Underwriting Agreement with the Issuer and SPV Co (**Underwriting Agreement**).
- (d) Your liability under this Letter Agreement arising from an acceptance of your Commitment will cease when: (a) the liability of Taylor Collison under the Underwriting Agreement ceases, or (b) you lodge the Fund Amount for your Commitment or (c) you validly exercise your 'Borrower Step In Rights' under clause 11 of the Loan Agreement or (d) this Letter Agreement is terminated in accordance with clause 7.
- (e) In accordance with the *Corporations Act 2001* (Cth) (**Corporations Act**), this Sub-Underwriting Offer and your Commitment are conditional upon and are made in the belief that you are either (a) a person to whom an offer of securities can be made without disclosure in accordance with sub-sections 708(8)(a) and/or 708(11)(b) of the Corporations Act; or (b) a person in the Cayman Islands to whom the offer of securities can be made and accepted without the requirement for any regulatory consents or approvals or any registered offer document in the Cayman Islands; and you confirm this by accepting and participating in the Offer. If requested, you must provide documentation satisfactory to Taylor Collison that you fully qualify as an investor of a type that fully complies with all relevant provisions of the Corporations Act and in particular sections 708(8)(a) and/or 708(11)(b) and all relevant provisions of any Cayman Islands companies and securities legislation.
- (f) You warrant that you will comply with the requirements of all mandatory restricted securities agreements required by the ASX Listing Rules and any voluntary escrow agreements and the requirements of the Corporations Act in relation to any transfer (after expiry of the relevant escrow period) of Offer Shares or SPV Shares received by you in accepting your Commitment.
- (g) You represent and warrant to Taylor Collison that you have the power and authority to enter into and perform your obligations set out in this Letter Agreement and that neither acceptance of your Commitment nor the performance by you of your obligations will breach any applicable law.
- (h) The offer is personal to you and is not transferable by you other than to a Permitted Person. For the purposes of this Letter Agreement, a **Permitted Person** is:
 - (i) any related body corporate of Pacific Point; or
 - (ii) any related body corporate of Consolidated Press Holdings Pty Limited; or
 - (iii) any entity that is controlled by Rob Rankin; or
 - (iv) any entity that is controlled by James Packer; or
 - (v) any entity that is controlled by any of the above persons in (i), (ii), (iii) or (iv) inclusive.

- (b) If the offer is transferred, or proposed to be transferred in accordance with paragraph (h), Taylor Collison agrees to do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that Pacific Point or the Permitted Person may reasonably require to give full effect to this transfer.

3. Timetable

- 3.1 The Offer or, as the case may require, the SPV Co Offer is proposed to be conducted according to the following indicative timetable (which assumes the notice for the EGM is lodged with ASX on 30 June 2016):

Return of Acceptance Form	23 June 2016
EGM (assuming Notice of Meeting despatched on 30 June 2016)	1 August 2016
Offer open (subject to Issuer receiving necessary approvals from ASX and shareholders at EGM)	2 August 2016
Offer closed	9 August 2016
Offer funds due (and Sub-Underwriting Offer Amount for the Offer due)	9 August 2016
Allotment of Offer Shares	9 August 2016
Expected date of re-quotation of Offer Shares (subject to compliance with Chapters 1 and 2 of the Listing Rules and assuming Listing Application lodged by 2 August 2016).	18 August 2016
If the Offer is not completed by 30 September 2016, SPV Offer open	3 October 2016
SPV Offer closed	10 October 2016
SPV Offer funds (and Sub-Underwriting Offer Amount for the Offer due)	10 October 2016
Allotment of SPV Offer Shares	11 October 2016

- 3.2 All of the abovementioned dates are indicative only and the above timetable will be deemed to be updated (*mutatis mutandis*) to be consistent with any timetable that is announced to ASX in respect of the Offer.
- 3.3 If the SPV Offer is undertaken in accordance with the Underwriting Agreement, the above timetable will be deemed to be updated (*mutatis mutandis*) to be consistent with the timetable that applies to the SPV Offer.
4. **Conditions in Underwriting Agreement**
- 4.1 The exercise of rights of termination, or any other right, approval or consent under the Underwriting Agreement will be at the sole discretion of Taylor Collison, subject to your exercise of rights of enforcement in accordance with clause 16.3 of the proposed Underwriting Agreement.
5. **Rights Attaching to the Offer Shares and SPV Shares**
- 5.1 The Offer Shares (including the shares sub-underwritten pursuant to your Commitment) will rank *pari passu* with the Issuer's existing fully paid ordinary shares. The SPV Shares (including the shares sub-underwritten pursuant to your Commitment) will rank *pari passu* with SPV Co's existing fully paid ordinary shares. SPV Co is a proprietary limited company that was incorporated on 14 June 2016.
- 5.2 To the extent shareholders approve the relevant resolutions at the EGM, the Issuer will apply to ASX Limited ("**ASX**") for official quotation of the Offer Shares. Please note that Market Participants (as defined in the ASX Operating Rules) cannot deal in the Offer Shares either as principal or agent until official quotation is granted in respect of the Offer Shares on a post consolidation basis.
6. **Commission**
- 6.1 Taylor Collison will pay to you a **sub-underwriting commission of 6%** of the Sub-Underwriting Offer Amount (**Sub-Underwriting Commission**).
- 6.2 The Issuer will not pay any underwriting fee to Taylor Collison if the Offer does not proceed or if completion of the Offer does not occur. SPV Co will not pay any underwriting fee to Taylor Collison if the Excluded Offer does not proceed or if completion of the Excluded Offer does not occur. In those circumstances, no sub-underwriting commission will be payable to you.
- 6.3 You must pay your own costs in connection with your Commitment.
- 6.4 No Sub-Underwriting Commission will be payable to you if:
- (a) you fail to fulfill your obligations arising from acceptance of the Sub-Underwriting Offer;
 - (b) your right to participate in the Sub-Underwriting Offer lapses as a result of you not accepting the Sub-Underwriting Offer;
 - (c) the Issuer or, as the case may require, SPV Co, does not pay the full underwriting fee to Taylor Collison for any reason whatsoever;
 - (d) the Offer and the Excluded Offer does not proceed or if completion of the Offer and the Excluded Offer does not occur.

The obligation of Taylor Collison to pay the Sub-underwriting Commission is without recourse to Taylor Collison other than for (and not exceeding) monies received by it as underwriting fees for the Offer or the Excluded Offer. In no circumstances will the failure of Taylor Collison to pay the Sub-underwriting Commission give a right of recourse to the Issuer or SPV Co.

7. Termination

7.1 This Letter Agreement will terminate with immediate effect if:

- (a) the Underwriting Agreement is terminated by Taylor Collison in respect of both the Offer and Excluded Offer; or
- (b) a party to any Finance Document exercises its rights of enforcement under the applicable Finance Document.

8. Confidentiality

8.1 You acknowledge that information disclosed to you by Taylor Collison in connection with the Offer and the Excluded Offer is confidential.

8.2 The contents of this Letter Agreement or accompanying documents must not be reproduced or transmitted to or discussed with any other person (other than your officers, employees and professional advisers on a need to know basis) at any time whatsoever. This Letter Agreement includes information which may be price sensitive and which is not yet in the public domain.

8.3 You must not purchase or sell any securities of any type in the Issuer or procure another person to do so until permitted to do so by law, and you agree that you will not act in breach of the insider trading provisions set out in Division 3 of Part 7.10 of the Corporations Act.

8.4 This section 8 does not apply to any information which:

- (a) is generally available to the public (other than as a result of wrongful disclosure);
- (b) is required to be disclosed by any law, including in a substantial holding notice that must be lodged by Pacific Point following the completion of the Offer; or
- (c) is disclosed by you to your professional advisers for the purpose of seeking advice.

9. Acceptance of the Sub-Underwriting Offer

9.1 Acceptance of your Sub-Underwriting Offer is open until **6.00pm AEST, 23 June 2016**. To accept your Sub-Underwriting Offer, please complete the attached Acceptance Form and return it by email to:

Taylor Collison Ltd

Level 16, 211 Victoria Square

Adelaide SA 5000

Email: poza@taylorcollison.com.au

9.2 Upon receipt by Taylor Collison of the Acceptance Form, your acceptance of your Sub-Underwriting Offer arising from this Letter Agreement **will become both binding and irrevocable, subject to the rights of termination in this Letter Agreement.**

10. **Other Terms and Conditions of the Sub-Underwriting Offer**

10.1 You represent and warrant to Taylor Collison that:

- (a) you have made your own enquiries and assessment as to the assets and liabilities, financial position, profits and losses and prospects of the Issuer, and the rights attaching to the Offer Shares and SPV Shares;
- (b) neither the Issuer, SPV Co, Taylor Collison, nor any of their respective officers, employees, servants, agents and advisers (**Related Persons**) makes any recommendation as to whether you should participate in the Sub-Underwriting Offer nor do they make any representation or warranty to you concerning the merits of the Offer or the Excluded Offer or the Offer Shares, the value of the Offer Shares or SPV Shares, or the risks of participating in the Offer or the Excluded Offer;
- (c) neither you nor your officers or employees have relied upon any recommendation from the Issuer, SPV Co, Taylor Collison or their respective Related Persons in deciding whether to subscribe for your Sub-Underwriting Offer;
- (d) neither you nor your officers or employees have relied upon any information provided to you by the Issuer, SPV Co, Taylor Collison or their respective Related Persons;
- (e) before accepting your Sub-Underwriting Offer, you should consider, with the assistance of an independent financial adviser, whether the potential investment is appropriate in light of your particular investment needs, objectives and financial circumstances;
- (f) you acknowledge that you will apply for the Sub-Underwriting Shares in the Issuer pursuant to the prospectus to be lodged by the Issuer. You acknowledge that no disclosure document has been prepared or will be prepared in connection with the Excluded Offer;
- (g) nothing in this Letter Agreement constitutes a securities recommendation;
- (h) you acknowledge and agree that you will accept the decisions and actions of Taylor Collison under or in respect of the Offer including, but not limited to, amendment of the timetable of the Offer or the Excluded Offer as set out in paragraph 3.1, and Taylor Collison is not obliged to consult with you as to any such matter or qualify the exercise or non-exercise of the powers or discretions of Taylor Collison under the Offer or the Excluded Offer in any way subject to Taylor Collison complying with the terms of the Underwriting Agreement;
- (i) the agreement between you and Taylor Collison arising out of acceptance of the terms of this offer will be governed by the laws of New South Wales and if you accept this offer you will be obliged to submit to the non-exclusive jurisdiction of the Courts of that State;
- (j) these terms constitute the entire agreement between you and Taylor Collison as to your Commitment to the exclusion of all prior representations, understandings and agreements between us;

- (k) this Letter Agreement may be executed in counterparts (including by email) which taken together will constitute one and the same instrument. A pdf document bearing the signature of any of the persons, printed mechanically with its authority, will be deemed to be this Letter Agreement signed by each person;
 - (l) if you are outside Australia, you are a person to whom an invitation or offer to subscribe for the Offer Shares in the manner contemplated by this Letter Agreement is permitted by the laws of the jurisdiction in which you are situated or where you were made the verbal offer and to whom the shares can lawfully be issued under all applicable laws, without the need for any registration or lodgement;
 - (m) you are not in the United States nor are you a U.S. person (as defined in Regulation S under the Securities Act), or acting for the account or benefit of a U.S. person; and
 - (n) you understand that the resale of the Offer Shares or SPV Shares, as the case may require, in jurisdictions outside of Australia may be prohibited or limited by law or, if allowed, may require the issue and registration of a disclosure document before the resale can take place.
- 10.2 Except for any direct loss suffered as a result of not being allotted the Sub-underwriting Shares as part of a successful Offer (or Excluded Offer, as the case requires) under this agreement, you agree to release Taylor Collison from any claim of any kind against it arising or resulting from the exercise or non-exercise of any rights Taylor Collison may have in relation to the Offer, Excluded Offer or the Underwriting Agreement.
11. **Settlement**
- 11.1 You will be advised of the settlement process upon notification of the results of the EGM.
12. **Indemnity**
- You unconditionally and irrevocably undertake to indemnify and keep indemnified Taylor Collison and each of its related bodies corporate and their respective officers, employers and advisers (each an **Indemnified Party**) and to hold them harmless from and against all claims, demands, damages, losses, costs, expenses and liabilities (**Losses**) suffered or incurred by any Indemnified Party as a result any breach by you of your acknowledgments, representations and warranties under this Letter Agreement.
13. **Disclaimer**
- 13.1 In this section 13, **Excluded Loss** means any indirect, special and consequential loss or damage, liability, cost or expense, and all opportunity cost of whatsoever kind.
- 13.2 Subject to clause 13.3 and except for any statutory liability which cannot be excluded, and for any rights and remedies which you may have under the Corporations Act, *Australian Securities and Investments Commission Act 2001* (Cth) and similar laws, Taylor Collison and their respective Related Persons disclaim all responsibility, and will have no liability to you or any other person, for any loss or damage (including any Excluded Loss) directly or indirectly, arising out of, or in connection with:
- (a) your Commitment;
 - (b) the issue and allotment of the Offer Shares or SPV Shares and your Commitment; or

- (c) any information provided to you by the Issuer, SPV Co, Taylor Collison, their respective Related Persons, or for action taken by you on the basis of such information,

whether as a result of negligence, breach of contract or otherwise.

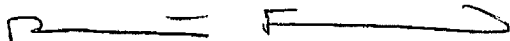
- 13.3 Nothing in clause 13.2 limits, releases or otherwise affects the rights that Pacific Point may have against Taylor Collison or any other person if Taylor Collison fails to comply with its obligations under this Agreement to deliver the Sub-Underwriting Shares to Pacific Point in circumstances where this Agreement has not terminated in accordance with its terms.

14. Disclosure of Interest

- 14.1 The Directors of Taylor Collison advise that they and persons associated with them may have an interest in the Issuer and its securities and that they may earn brokerage, commissions, fees and other benefits and advantages, whether pecuniary or not and whether direct or indirect, in connection with the making of a recommendation or a dealing by a client in these Offer Shares or SPV Shares, and which may reasonably be expected to be capable of having an influence in the making of any recommendation.

- 14.2 As Underwriter of the Offer and the Excluded Offer, Taylor Collison is entitled to earn fees.

Yours sincerely



Robert Fraser
Taylor Collison Ltd

TYRIAN DIAGNOSTICS LTD AND CAM SPV PTY LTD

ACCEPTANCE FORM – Offer of Sub-Underwriting Shares

Acceptance form to be lodged with Taylor Collison Ltd by: 6.00pm AEST, 23 June 2016

To: Taylor Collison Ltd (on behalf of the Issuer)
Attention: Prina Oza
Email: poza@taylorcollison.com.au

We hereby accept the offer to sub-underwrite fully paid ordinary shares in the capital of Tyrian Diagnostics Limited ACN 080 277 998 and, as the case may require, CAM SPV Pty Ltd ACN 612 978 800 as set out in your letter to us dated **23 June 2016 (Your Letter)** and as summarised below:

Issuer Commitment:	Sub-underwriting	8,448,785 Offer Shares*	\$5,069,271.00
SPV Co Commitment:	Sub-underwriting	7,567,375 SPV Shares*	\$4,540,425
Actual Funds to be paid by Pacific Point Partners Limited (having regard to agreed offsets)		\$2,165,115.00 minus the Other Loan Amounts under the Offer	\$1,667,999.00 minus the Other Loan Amounts under the Excluded Offer
Sub-Underwriting Commission (%):		\$304,156 under the Offer and \$272,425 under the Excluded Offer	

We acknowledge, and agree with Taylor Collison Ltd (**Taylor Collison**) as follows:

- (a) to be bound by all the terms and conditions as set out in Your Letter. We understand that upon acceptance, our Commitment is both unconditional and irrevocable (subject to the Letter not having been terminated);
- (b) unless otherwise defined, words defined in Your Letter have the same meaning in this form;
- (c) to be bound by the determination of Taylor Collison whether or not to terminate the Underwriting Agreement; and
- (d) not in any way to assign, transfer, lay-off, sub-syndicate or in any other manner deal with our rights or obligations detailed in your letter dated 23 June 2016 other than to a Permitted Person.

I/We acknowledge that Taylor Collison Limited ("Taylor Collison") has not given me/us a disclosure document relating to the Excluded Offer because it has relied upon the exceptions set out in Section 708(8) and/or Section 708(11) of the Corporations Act 2001 Cth (the "Act") or other foreign exempt investor exemptions as detailed in the letter of Sub-Underwriting Offer. I/we acknowledge that I/we am/are a sophisticated and/or a professional investor as defined in those sections of the Act.

PLEASE COMPLETE REGISTRATION DETAILS BELOW

Company Name:			
Address:			
Telephone:		E-Mail:	

DETAILS OF AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

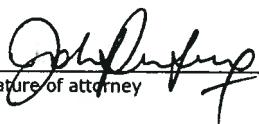
Name:	Signature:
Title:	
Organisation:	Date:

Settlement details will be provided at a later date.


EXECUTED as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

SIGNED for **PACIFIC POINT PARTNERS LIMITED** under power of attorney in the presence of:



Signature of attorney



Signature of witness

JOH PONG

Name

WAI KA YU ANTHEA

Name

23 JUNE 2016

Date of power of attorney

EXECUTED by **TAYLOR COLLISON LIMITED** by:

Signature of director

Signature of director/secretary

Name

Name

EXECUTED as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

SIGNED for **PACIFIC POINT PARTNERS LIMITED** under power of attorney in the presence of:

Signature of attorney

Signature of witness

Name


Name

Date of power of attorney

EXECUTED by **TAYLOR COLLISON LIMITED** by:




Signature of director



Name



Signature of director/secretary



Name



Amendment Deed – Commitment Deed

Tyrian Diagnostics Limited

ACN 080 277 998

and

Pacific Point Partners Limited

Company Number 301266

THIS DEED is made on

21 July

2016

BETWEEN:

- (1) **Pacific Point Partners Limited** Company Number 301266 (**Pacific Point**); and
- (2) **Tyrian Diagnostics Limited** ACN 080 277 998 (**Company**).

RECITALS

The parties wish to amend the Principal Document in the manner set out in this document.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

Amended Principal Document means the Principal Document as amended by this document.

Amendment Date means the date of this document.

Principal Document means the Commitment Deed dated 24 June 2016 between the Company and Pacific Point.

2. **AMENDMENT**

2.1 **Amendment to Principal Document**

- (a) The Principal Document is amended with effect on and from the Amendment Date to read as set out in Annexure A.
- (b) Paragraph (a) does not affect any right or obligation of either party that arises before the Amendment Date.

2.2 **Effect of amendment**

- (a) Except as expressly amended by this document, no changes to the Principal Document are to be inferred or implied, and in all other respects the Principal Document is confirmed and remains in full force and effect.
- (b) With effect on and from the Amendment Date, references to the Principal Document will be read and construed as references to the Amended Principal Document.

3. **GENERAL**

3.1 **Governing law**

- (a) This document is governed by the laws of New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

3.2 Giving effect to this document

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this document.

3.3 Amendment

This document can only be amended or replaced by another document signed by the parties.

3.4 Counterparts

This document may be executed in counterparts.

ANNEXURE A

Amended Principal Document



Commitment Deed

Tyrian Diagnostics Limited

ACN 080 277 998

and

Pacific Point Partners Limited

Company Number 301266

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THIS DEED is made on

2016

BETWEEN:

- (1) **Pacific Point Partners Limited** Company Number 301266 (**Pacific Point**); and
- (2) **Tyrian Diagnostics Limited** ACN 080 277 998 (**Company**).

RECITALS:

- (A) Pacific Point has agreed, pursuant to the Sub-Underwriting Agreement, to participate in the Capital Raising and subscribe for 8,448,785 Shares in the Company (**Allocated Shares**) (which is equivalent to 19.99% of the Shares on a fully diluted basis following the grant of Shares under the Employee Loan Share Plan and the Employee Share Rights Plan, as further described in the Implementation Agreement) subject to, and in accordance with the terms of the Sub-Underwriting Agreement.
- (B) The Company and Pacific Point enter into this deed to provide certain commitments in connection with the Capital Raising.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

The following definitions apply in this document:

ASIC means the Australian Securities & Investments Commission.

ASX means the Australian Securities Exchange or ASX Limited (ABN 98 008 624 691), as the context requires.

Capital Raising means the capital raising to be undertaken by the Company to offer 28,643,300 Shares at an issue price of \$0.60 per Share to raise \$17,185,980.00 and to apply for official quotation of those Shares by ASX.

Closing Date means the date for the close of offers under the Capital Raising.

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

Implementation Agreement means the agreement dated on or about the date of this document between (among others) the Company and SPV.

Listing Rules means the official listing rules of the ASX as amended, modified or replaced from time to time.

Options means the 345,000 Options granted to Pacific Point under the Option Deed.

Option Deed means the option deed dated on or about the date of this document between Pacific Point and the Company under which the Company has agreed to grant the Options to Pacific Point.

Permitted Person means any of the following:

- (a) any related body corporate of Pacific Point; or
- (b) any related body corporate of Consolidated Press Holdings Pty Limited; or
- (c) any entity that is controlled by Rob Rankin; or
- (d) any entity that is controlled by James Packer; or

- (e) any entity that is controlled by any of the above persons referred to in paragraphs (a) to (d) inclusive.

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

SPV means CAM SPV Pty Ltd ACN 612 978 800.

Sub-Underwriting Agreement means the agreement dated on or about the date of this document between the Underwriter and Pacific Point.

Underwriter means Taylor Collison Limited ABN 53 008 172 450.

Underwriting Agreement means the agreement dated on or about the date of this document between the Underwriter and the Company in connection with the Capital Raising.

2. **COMMITMENT TO ALLOCATED SHARES**

Subject to Pacific Point complying with its obligations under the Sub-Underwriting Agreement and the conditions in clause 2.5 of the Underwriting Agreement being satisfied immediately prior to the Closing Date, the Company undertakes to Pacific Point that it will take all steps that are within its control to ensure that the Allocated Shares are issued to Pacific Point in accordance with the Sub-Underwriting Agreement, including (without limitation) to:

- (a) ensure that the Underwriter is allocated a number of Shares under the Capital Raising that is at least equal to the number of Allocated Shares; and
- (b) manage and determine applications under the Capital Raising in such a manner to ensure that the Allocated Shares are issued to Pacific Point.

3. **COMMITMENT TO CONSULT**

The Company undertakes to keep Pacific Point informed of any matters raised by ASX or ASIC in relation to:

- (a) the notice of meeting that is issued by the Company as contemplated by the Implementation Agreement; or
- (b) the prospectus that is issued by the Company for the Capital Raising,

and to use all reasonable endeavours in cooperation with Pacific Point to resolve any such matters.

4. **SET OFF AMOUNT**

- (a) Pursuant to clause 8 of the Implementation Agreement, and subject to the conditions in clause 8.1 of the Implementation Agreement being satisfied, the Company will acquire all of the shares in SPV and, as a result of such acquisition, the Company must procure that Pacific Point is paid all amounts payable under the Loan Agreement between SPV and Pacific Point dated on or about the date of this document (**Pacific Point Receivable**).
- (b) Each of Pacific Point and the Company agree that the Company's obligation, via SPV, to pay the Pacific Point Receivable will be satisfied in full by off-setting the subscription monies payable by Pacific Point under the Sub-Underwriting Agreement against the Pacific Point Receivable.

- (c) Without limiting the Company's obligations under clause 2, the Company agrees that it will direct the Underwriter to allocate a number of Shares equivalent in value to the Pacific Point Receivable (from the Allocated Shares) to Pacific Point in full satisfaction of the Company's obligation, via SPV, to pay Pacific Point the Pacific Point Receivable.

5. **BOARD REPRESENTATION**

- (a) For so long as Pacific Point holds not less than 15% of Shares, the Company acknowledges and agrees that Pacific Point will be entitled to nominate a person to be appointed as a director of the Company.
- (b) Upon receiving a notice of appointment from Pacific Point and a consent to act as a director from the proposed nominee (**Nominee**), the Company's existing board of directors must promptly appoint the Nominee as a director of the Company.
- (c) Following the appointment of the Nominee by the existing board of directors of the Company, the Company must, in accordance with the Listing Rules, propose the appointment of the Nominee as a director of the Company at the next annual general meeting of the Company and ensure that (subject to their fiduciary duties) each member of the board recommends in favour of the appointment of the Nominee.
- (d) In the event that the Nominee is not elected at the annual general meeting of the Company, Pacific Point may appoint another nominee as a director of the Company in accordance with clause 5(a).

6. **MUTUAL WARRANTIES AND REPRESENTATIONS**

Each party represents and warrants to the other party that as at the date of this deed:

- (a) it is duly incorporated, duly organised and validly existing under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this deed;
- (b) it has the full corporate power and authority to enter into and perform its obligations under this deed and any agreement entered into pursuant to or in connection with the terms of this deed;
- (c) it has taken all necessary action to authorise the execution, delivery and performance of this deed; and
- (d) this deed constitutes its legal, valid and binding obligations, enforceable in accordance with its terms by appropriate legal remedy.

7. **ANNOUNCEMENTS**

7.1 **Announcements consent**

Subject to clause 7.2, neither party may, before or after Completion, make or send a public announcement, communication or circular concerning the transactions referred to in this deed unless it has first obtained the written consent of the other party, which consent is not to be unreasonably withheld or delayed.

7.2 **Public announcements required by law**

Clause 7.1 does not apply to a public announcement, communication or circular required by law or a regulation of a stock exchange if the party required to make or send it has notified the other party and, where the relevant laws or rules permit, given the other

party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure.

8. **NOTICES**

(a) A notice or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or email. If it is sent by mail, it is taken to have been received three working days after it is posted. If it is sent by email, it is taken to have been received when the addressee actually receives it in full and in legible form.

(b) A person's addresses are those set out below, or as the person notifies the sender:

Pacific Point

Address: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
Email: patricia.toh@cph.asia
Attention: Patricia Toh, Group Head of Strategy, Consolidated Press Holdings Group

Copy to be sent to:

Address: Level 39, 161 Castlereagh Street, Sydney NSW 2000
Email: KAndrews@cph.com.au
Attention: Katie Andrews, Group Legal Counsel & Company Secretary, Consolidated Press Holdings

Company

Address: c/- Taylor Collison Ltd, Level 10, 167 Macquarie Street, NSW 2000
Email: rfraser@tccorporate.com.au and rogermamos@gmail.com
Attention: Robert Fraser and Roger Amos and Company Secretary

9. **ASSIGNMENT**

(a) Prior to the completion of the Capital Raising, Pacific Point may transfer its rights under this deed to a Permitted Person provided that the Permitted Person has been assigned, or will be assigned at the same time that the rights under this deed are transferred to the Permitted Person:

(i) the rights of Pacific Point to be issued the Allocated Shares under the Sub-Underwriting Agreement; and

(ii) the rights of Pacific Point to be granted the Options under the Option Deed.

(b) Following the completion of the Capital Raising, Pacific Point may transfer its rights under clause 5 of this deed to a Permitted Person provided that the Permitted Person:

(i) holds not less than 15% of the Shares; and

(ii) holds, or will be transferred at the same time that the rights under clause 5 of this deed are transferred to the Permitted Person, the Options under the Option Deed.

(c) Subject to clauses 9(a) and (b), a party may only assign, encumber, declare a trust over or otherwise deal with its rights under this document with the consent of each other party.

10. **GENERAL**

10.1 **Governing law**

- (a) This document is governed by the laws of New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

10.2 **Giving effect to this document**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this document.

10.3 **Counterparts**

This document may be executed in counterparts.

EXECUTED AS A DEED

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

SIGNED for **PACIFIC POINT PARTNERS LIMITED** under power of attorney in the presence of:

Signature of attorney

Signature of witness

Name

Name

Date of power of attorney

EXECUTED by **TYRIAN DIAGNOSTICS LIMITED:**

Signature of director

Signature of director/secretary

Name

Name

EXECUTED as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

SIGNED for **PACIFIC POINT PARTNERS LIMITED** under power of attorney in the presence of:


Signature of attorney


Signature of witness

TOH PHOOI FUNG
Name

WAI KA YU ANHBA
Name

23 JUNE 2016
Date of power of attorney

EXECUTED by **TYRIAN DIAGNOSTICS LIMITED**:

Signature of director

Signature of director/secretary

Name

Name

EXECUTED as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

SIGNED for **PACIFIC POINT PARTNERS LIMITED** under power of attorney in the presence of:

Signature of attorney

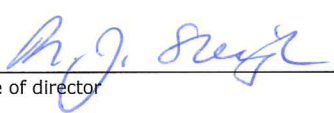
Signature of witness

Name

Name

Date of power of attorney

EXECUTED by **TYRIAN DIAGNOSTICS LIMITED:**



Signature of director



Signature of director/secretary



Name



Name