

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

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

To Company Name/Scheme AMMTEC LTD

ACN/ARSN 063 332 516

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

Name AUSTRALIAN LABORATORY SERVICES PTY LTD ('ALS')  
ACN/ARSN (if applicable) 009 936 029

There was a change in the interests of the  
substantial holder on 30/06/2010  
The previous notice was given to the company on 29/06/2010  
The previous notice was dated 29/06/2010

**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)
ORD	1,850,105	5.07%	3,277,748	8.98%

**3. Changes in relevant interests**

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
10/11/2009	AUSTRALIAN LABORATORY SERVICES PTY LTD	RELEVANT INTEREST UNDER SECTION 608(1)(C) OF THE CORPORATIONS ACT 2001 (CTH), BY REASON OF HAVING THE POWER TO CONTROL THE EXERCISE OF A POWER TO DISPOSE OF ORDINARY SHARES IN AMMTEC HELD BY RBC DEXIA INVESTOR SERVICES TRUST AS CUSTODIAN FOR PERPETUAL'S ETHICAL SRI FUND ARSN 105 340 127, SUCH POWER ACQUIRED UNDER A SHARE SALE AGREEMENT DATED 30 JUNE 2010, A COPY OF THIS AGREEMENT IS ATTACHED AS ANNEXURE A TO THIS FORM.	AS SET OUT IN THE SHARE SALE AGREEMENT CONTAINED IN ANNEXURE A TO THIS FORM	1,427,643 ORDINARY SHARES	1,427,643

**4. Present relevant interests**

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
AUSTRALIAN LABORATORY SERVICES PTY LTD	RBC DEXIA INVESTOR SERVICES TRUST	RBC DEXIA INVESTOR SERVICES TRUST	RELEVANT INTEREST UNDER SECTION 608(1)(C) OF THE CORPORATIONS ACT 2001 (CTH), BY REASON OF HAVING THE POWER TO CONTROL THE EXERCISE OF A POWER TO DISPOSE OF ORDINARY SHARES IN AMMTEC HELD BY RBC DEXIA INVESTOR SERVICES TRUST AS CUSTODIAN FOR PERPETUAL'S ETHICAL SRI FUND ARSN 105 340 127, SUCH POWER ACQUIRED UNDER A SHARE SALE AGREEMENT DATED 30 JUNE 2010, A COPY OF THIS AGREEMENT IS ATTACHED AS ANNEXURE A TO THIS FORM.	1,427,643 ORDINARY SHARES	1,427,643
AUSTRALIAN LABORATORY SERVICES PTY LTD	AUSTRALIAN LABORATORY SERVICES PTY. LTD.	N/A	RELEVANT INTEREST UNDER SECTION 608(1)(a) OF THE CORPORATIONS ACT 2001 (CTH), BY REASON OF BEING THE HOLDER OF ORDINARY SHARES IN AMMTEC LTD	1,121,050 ORDINARY SHARES	1,121,050
AUSTRALIAN LABORATORY SERVICES PTY LTD	HSBC CUSTODY NOMINEES (AUSTRALIA) LIMITED	HSBC CUSTODY NOMINEES (AUSTRALIA) LIMITED	RELEVANT INTEREST UNDER SECTION 608(1)(C) OF THE CORPORATIONS ACT 2001 (CTH), BY REASON OF HAVING THE POWER TO CONTROL THE EXERCISE OF A POWER TO DISPOSE OF ORDINARY SHARES IN AMMTEC LTD HELD BY HSBC CUSTODY NOMINEES (AUSTRALIA) LIMITED, SUCH POWER ACQUIRED UNDER A SHARE SALE AGREEMENT WITH BT INVESTMENT MANAGEMENT (RE) LIMITED DATED 25 JUNE 2010. (A COPY OF WHICH HAS PREVIOUSLY BEEN DISCLOSED TO THE ASX.	729,055 ORDINARY SHARES	729,055

**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: N/A

**6. Addresses**

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

Name	Address
AUSTRALIAN LABORATORY SERVICES PTY LTD	LEVEL 2, 299 CORONATION DRIVE, MILTON, QLD 4064

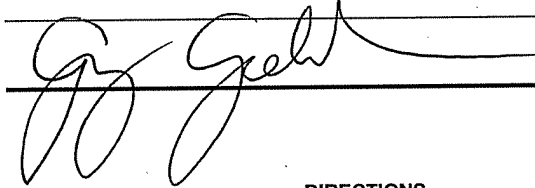
HSBC CUSTODY NOMINEES (AUSTRALIA) LIMITED	LEVEL 14, CHIFLEY TOWER, 2 CHIFLEY SQUARE, SYDNEY NSW 2000
BT INVESTMENT MANAGEMENT (RE) LIMITED	LEVEL 14, CHIFLEY TOWER, 2 CHIFLEY SQUARE, SYDNEY NSW 2000
RBC DEXIA INVESTOR SERVICES TRUST AS CUSTODIAN FOR PERPETUAL'S ETHICAL SRI FUND	LEVEL 17, 2 PARK ST, SYDNEY NSW 2000

## Signature

print name Gary Goldman

capacity Attorney

sign here



date 01/07/2010

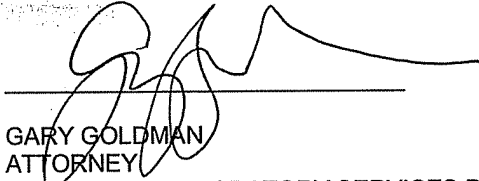
### DIRECTIONS

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

## Annexure A

THIS IS ANNEXURE A OF 14 PAGES REFERRED TO IN FORM 603 (NOTICE OF INITIAL SUBSTANTIAL HOLDER) SIGNED BY ME AND DATED 01/07/2010

A handwritten signature in black ink, appearing to read 'G. Goldman', is written over a horizontal line.

GARY GOLDMAN  
ATTORNEY  
AUSTRALIAN LABORATORY SERVICES PTY. LTD.  
ACN 009 936 029


DATE: 01/07/2010

# Share sale agreement

The entity named in Schedule 1 (Vendor)

Australian Laboratory Services Pty Ltd ABN 84 009 936 029  
(Purchaser)

THIS IS A TRUE COPY OF THE SHARE SALE AGREEMENT THAT IT  
PURPORTS TO BE.



GARY GOLDMAN  
ATTORNEY  
AUSTRALIAN LABORATORY SERVICES PTY. LTD

MinterEllison

LAWYERS

WATERFRONT PLACE, 1 EAGLE STREET, BRISBANE QLD 4000, DX 102 BRISBANE  
TEL: +61 7 3119 6000 FAX: +61 7 3119 1000  
[www.minterellison.com](http://www.minterellison.com)

# Share sale agreement

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## Details

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### Date

### Parties

Name	<b>Australian Laboratory Services Pty Ltd ABN 84 009 936 029</b>
Short form name	<b>Purchaser</b>
Notice details	Level 2, 299 Coronation Drive, Milton QLD 4064 Facsimile: +61 7 3367 8156 Attention: Tim Mullen

Name	The entity named in Schedule 1
Short form name	<b>Vendor</b>
Notice details	As set out in Schedule 1

### Background

The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares subject to and on the terms and conditions contained in this agreement.



## Agreed terms

### 1. Defined terms & interpretation

#### 1.1 Defined terms

In this agreement:

**Acceptance Notice** means a notice given under clause 4(b).

**Announcement** means the announcement made to the ASX by Campbell Brothers Limited on 18 May 2010.

**Applicable Rate** on a date means the mid point of the buy and sell retail market exchange rates for the relevant foreign currency as published in the Australia Financial Review for that date.

**ASX** means ASX Limited ABN 98 008 624 691.

**Business Day** means:

- (a) for receiving a notice under clause 7, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in Sydney, Australia.

**Business Hours** means from 9.00am to 5.00pm on a Business Day.

**Company** means Ammtec Limited ABN 23 063 332 516.

**Competing Proposal** means a bona fide proposal or offer by any person with respect to any transaction (by purchase, scheme of arrangement, takeover bid or otherwise) that may result in any person (or group of persons) other than the Purchaser or its associates acquiring voting power of more than 50% in the Company arising on or before the End Date.

**Completion** means completion of the sale and purchase of the Sale Shares in accordance with clause 3.

**Completion Date** means the date on which Completion occurs.

**Completion Notice** means a notice given by the Purchaser to the Vendor under clause 5.1 requiring that Completion occur.

**Completion Notice Period** means the period between:

- (a) the end of the Offer Period; and
- (b) 10 Business Days after the first to occur of the end of the Offer Period or the Offer is withdrawn.

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

**End Date** means the earliest of:

- (a) when this agreement is terminated in accordance with its terms;
- (b) when the Purchaser becomes the registered holder of all of the ordinary shares in the Company; or
- (c) the sixth Business Day after the end of the Offer Period.

**Offer** means the offer to acquire all of the ordinary shares in the Company to be made by the Purchaser under an off-market takeover bid on the terms in the Announcement (as that takeover bid may be varied).

**Offer Period** means the period during which the Offer is open for acceptance.

**Offer Price** means:

- (a) \$3.35 cash per ordinary share in the Company; or
- (b) 2 ordinary shares in Campbell Brothers Limited for every 17 ordinary shares in the Company held; or
- (c) such higher amount or improved consideration offered by the Purchaser for the Shares during the Offer Period.

**Purchase Price** means \$3.35 per ordinary share in the Company comprising the Sale Shares

**Relevant Date** means the date of first announcement of the relevant Competing Proposal or of an increase in the Offer which at least matches the Value of a Competing Proposal (as the case requires).

**Sale Shares** means the number of ordinary shares in the Company set out in Schedule 1.

**Trading Day** has the meaning given to that term in Chapter 19 of the Listing Rules of the ASX.

**Value** means in relation to any consideration at any time:

- (a) if the consideration is a cash sum in dollars, that dollar value;
- (b) if the consideration is a security traded on the ASX or other recognised stock exchange, the volume weighted average price for that security for the 5 full trading days before the Relevant Date and if quoted in a currency other than dollars, converted to dollars at the Applicable Rate on the Relevant Date provided that if the securities offered or to be offered received carry different accrued rights to those traded on the ASX (or other recognised stock exchange) on those trading days, as adjusted to take account of those different accrued rights; and
- (c) in any other case, the value in dollars:
  - (i) as agreed by the parties; or
  - (ii) in the absence of agreement, as determined by an independent expert (acting as expert and not an arbitrator and on behalf of both parties whose decision will be, in the absence of manifest error, final and binding on both parties) the identity of which is agreed by the parties (or in the absence of agreement, such person as nominated by the National President of the Institute of Chartered Accountants in Australia or his nominee, at the request of any party).

**Warranties** means each of the representations and warranties from the Vendor set out in clause 6.1.

## 1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

- ~~(d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;~~
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Sydney, Australia time;
- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it;
- (i) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (j) Headings are for ease of reference only and do not affect interpretation.

## 2. Sale and purchase

### 2.1 Agreement to sell and purchase

The Vendor sells and the Purchaser buys the Sale Shares on the terms and conditions of this agreement.

### 2.2 Sale Shares free from encumbrance

The Vendor must transfer the Sale Shares at Completion:

- (a) free from all charges, liens, restrictions against transfer, encumbrances and other third party interests; and
- (b) together with all rights, including dividend and voting rights, attached or accrued to them on and after the date of this agreement.

## 3. The Offer

- (a) The Purchaser must dispatch Offers to the shareholders in the Company within the time period specified by section 631(1) of the Corporations Act (which is 2 months from the Announcement).
- (b) The Purchaser may vary the terms and conditions of the Offer, provided that the varied terms and conditions are not substantially less favourable to the Company's shareholders than those set out in the Announcement.
- (c) The Purchaser has the right, subject to the Corporations Act, to vary or waive any condition in the Offer, declare the Offer unconditional or extend the Offer at any time.

## 4. Acceptance of Offer

- (a) Subject to the terms of this clause 4, the Vendor agrees that it will accept the Offer in respect of all the Sale Shares:
  - (i) at the Offer Price; and
  - (ii) subject to conditions no less favourable to offerees (including the Vendor) than the terms set out in the Announcement.

(b) ~~The Vendor must accept the Offer in respect of the Sale Shares by 5.00pm on the Business Day specified in a written acceptance notice from the Purchaser requiring that the Offer be accepted by the Vendor in accordance with this agreement provided that:~~

- (i) the Purchaser has declared the Offer to be unconditional; and
- (ii) no Competing Offer offering a Value per Sale Share higher than the Offer Price has been made.

Notice can be given under this clause on more than one occasion until the Offer is accepted.

- (c) The date specified in the Acceptance Notice for the acceptance of the Offer must be at least two Business Days after the date of receipt of the notice by the Vendor.
- (d) The Vendor must do everything (including execute any document) that the Purchaser may reasonably require to give full effect to its obligation to accept the Offer in respect of the Sale Shares.
- (e) In this agreement, a reference to the Vendor accepting the Offer includes a reference to the Vendor procuring that any person holding the Sale Shares on behalf of the Vendor accept the Offer.

## 5. Completion

### 5.1 Completion Notice

Provided the Purchaser has not given an Acceptance Notice, the Vendor may give the Purchaser a Completion Notice at any time during the Completion Notice Period.

### 5.2 Time and place

Completion will take place on the third Trading Day after the Vendor gives the Completion Notice at the offices of the Vendor or another place agreed by the parties.

### 5.3 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 and payments to be made on Completion have been made.

### 5.4 Obligations of the Vendor

At Completion, the Vendor must:

- (a) deliver, or cause to be delivered, to the Purchaser all relevant CHESS details and any other documentation reasonably required by the Purchaser to effect the transfer to Purchaser or its nominee of the Sale Shares; and
- (b) do, or procure the doing of, all things necessary for the Purchaser or its nominee to acquire the Sale Shares.

### 5.5 Obligations of the Purchaser

At Completion, the Purchaser must pay, or procure its nominee to pay, the Purchase Price to the Vendor by electronic funds transfer provided that the details of the account to which this transfer is to be made have been provided to the Purchaser by the Vendor on or before the Completion Date or otherwise in cleared funds.

### 5.6 Conduct until Sale Shares are registered

After Completion and until the Sale Shares are registered in the Purchaser's name, the Vendor must vote at general meetings of the Company and take all other action in its capacity as

registered holders of the Sale Shares as the Purchaser may lawfully require by notice in writing to the Vendor.

## 6. Warranties and representations

### 6.1 Warranties

The Vendor represents and warrants to the Purchaser that the following statements are true and accurate at the date of this agreement and will be true and accurate on each day up to and including the Completion Date:

- (a) the Vendor is the registered holder and beneficial owner of the Sale Shares and there are no mortgages, charges, liens, restrictions against transfer, encumbrances or other third party interests over or affecting those Sale Shares; and
- (b) the Vendor has the power and lawful authority to enter into and perform this agreement and this agreement constitutes a legal, valid and binding obligation on the Vendor, enforceable in accordance with its terms.

### 6.2 Application of Warranties

Each of the Warranties remains in full force and effect on and after the Completion Date despite Completion taking place.

### 6.3 Vendor covenant

The Vendor must not sell, transfer, assign, create or permit to subsist any lien, charge or encumbrance over or otherwise deal with the Sale Shares in any manner on and from the date of this agreement without the consent in writing of Purchaser except by the acceptance of the Offer. The Purchaser has a complete and unfettered discretion to grant or withhold this consent.

## 7. Competing Proposal

- (a) If:
  - (i) Completion occurs; and
  - (ii) the transferee of the Sale Shares or its associate (as defined in the Corporation Act) sells Sale Shares to the maker of a Competing Proposal or the Sale Shares are cancelled under a Competing Proposal,

the Purchaser must pay or cause the transferee of the Sale Shares to pay the Vendor a fee equal to the difference between the Purchase Price and the Value per Sale Share received as a result of selling the Sale Shares to the maker of the Competing Proposal or the cancellation of the Sale Shares under a Competing Proposal, within 3 Business Days of receipt of the consideration by the Purchaser or the transferee which acquired the Sale Shares under clause 3 or its associate.
- (b) This clause 7 survive termination or expiry of this agreement.

## 8. Termination events

This agreement will terminate (and the Vendor's and the Purchaser's obligations under it will be released) if a Completion Notice is not given by the end of the Completion Notice Period.

## 9. Notices and other communications

### 9.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (Notice) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

### 9.2 Effective on receipt

A Notice given in accordance with clause 9.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

## 10. Miscellaneous

### 10.1 Alterations

This agreement may be altered only in writing signed by each party.

### 10.2 Approvals and waivers

- (a) Except where this agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.
- (b) A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

### 10.3 Assignment

A party may only assign this agreement or a right under this agreement with the prior written consent of each other party.

### 10.4 Costs and duties

Each party must pay its own costs of negotiating, preparing and executing this agreement. Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this agreement or any transaction contemplated by this agreement, must be paid by the Purchaser.

### 10.5 Survival

Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.

#### **10.6 Counterparts**

This agreement may be executed in counterparts. All executed counterparts constitute one document.

#### **10.7 No merger**

The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

#### **10.8 Entire agreement**

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

#### **10.9 Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transactions contemplated by it.

#### **10.10 Severability**

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

#### **10.11 Relationship**

Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

#### **10.12 Confidentiality**

A party may only use confidential information of another party for the purposes of this agreement, and must keep the existence and the terms of this agreement and any confidential information of another party confidential except where:

- (a) the information is public knowledge (but not because of a breach of this agreement) or the party has independently created the information;
- (b) disclosure is required by law or a regulatory body (including a relevant stock exchange);  
or
- (c) disclosure is made to a person who must know for the purposes of this agreement on the basis that the person keeps the information confidential.

#### **10.13 Governing law and jurisdiction**

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

#### **10.14 Time of the essence**

The Vendor acknowledges that time is of the essence of this agreement, in particular with respect to the Vendor's obligation to accept the Offer in accordance with clause 4.

#### **10.15 Vendor's Limitation of Liability**

- (a) This clause 10.15 applies where the Vendor enters into this agreement in its capacity as responsible entity of a registered scheme.
- (b) A liability arising under or in connection with this agreement is limited to and can be enforced against the Vendor only to the extent to which it can be satisfied out of property of the scheme out of which the Vendor is actually indemnified for the liability. This limitation of the Vendor's liability applies despite any other provision of this agreement and extends to all liabilities and obligations of the Vendor in any way connected with any

representation, warranty, conduct, omission, agreement or transaction related to this agreement.

- (c) The Purchaser may not sue the Vendor in any capacity other than as responsible entity of the scheme, including seek the appointment of a receiver (except in relation to property of the scheme), a liquidator, an administrator or any similar person to the Vendor or prove in any liquidation, administration or arrangement of or affecting the Vendor (except in relation to property of the scheme).
- (d) The provisions of this clause 10.15 shall, subject to paragraph (e), not apply to any obligation or liability of the Vendor to the extent that it is not satisfied because under the constitution establishing the scheme or by operation of law there is a reduction in the extent of the Vendor's indemnification out of the assets of the scheme, as a result of the Vendor's failure to properly perform its duties as responsible entity.
- (e) Nothing in paragraph (d) shall make the Vendor liable to any claim for an amount greater than the amount which the other parties would have been able to claim and recover from the assets of the scheme in relation to the relevant liability if the Vendor's right of indemnification out of the assets of the scheme has not been prejudiced by the Vendor's failure to properly perform its duties.
- (f) The Vendor is not obliged to do or refrain from doing anything under this agreement (including incur any liability) unless the Vendor's liability is limited in the same manner as set out in paragraphs (d) to (e) of this clause.



## Schedule 1 – Vendor Details

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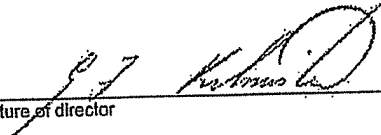
Vendor name	RBC Dexia Investor Services Trust as custodian for Perpetual's Ethical SRI Fund ARSN 105 340 127
Vendor notice details	Perpetual Investment Management Limited Level 12, 123 Pitt Street, Sydney NSW 2000 Att: Mark De Courcey Ph: +612 9229 9749 Fax: +612 8256 1466
Sale Shares	1,427,643 ordinary shares in Ammtec Limited

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# Signing page

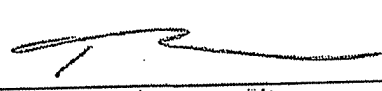
**EXECUTED** as an agreement.

Executed and delivered by Australian  
Laboratory Services Pty Ltd ABN 84 009  
936 029

  
\_\_\_\_\_  
Signature of director

**Greg F. Kilmister**

\_\_\_\_\_  
Name of director (print)

  
\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)


**Tim Mullen**

\_\_\_\_\_  
Name of director/company secretary (print)

**Executed by the Vendor**

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director (print)

  
\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)

\_\_\_\_\_  
Name of director/company secretary (print)

# Signing page

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Laboratory Services Pty Ltd ABN 84 009  
936 029**

\_\_\_\_\_  
Signature of director



\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)



\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

**Executed by the Vendor**

\_\_\_\_\_  
Signature of director



\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)



**Ivan Holyman**

\_\_\_\_\_  
Name of director (print)

**GLENDASUSAN CHARLES**

\_\_\_\_\_  
Name of director/company secretary (print)