

**Goldman Sachs (Asia) L.L.C.**

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Tel: (852) 2978-1000 | Fax: (852) 2978-0967



16 August 2022

Australian Securities Exchange  
Exchange Centre  
20 Bridge Street  
Sydney, NSW, 2000  
Australia

Dear Sir/ Madam,

Goldman Sachs Australia Pty Ltd (ABN 21 006 797 897) ("GSA") has underwritten the sale of 28,888,889 fully paid ordinary shares ("Sale Securities") in Australian Clinical Labs Limited (ACN 645 711 128) in accordance with the terms of a sale agreement ("Sale Agreement") entered into on 12 August 2022 with Crescent Capital Partners Management Pty Limited ("CCPM") in its capacity as investment manager of the CCP Funds, ROC Entities and Instanz (as defined in Schedule 1 of the Sale Agreement).

Upon signing the Sale Agreement, pursuant to the operation of the Corporations Act 2001 (Cth), GSA and other associated group entities (together, "Goldman Sachs") obtained a technical relevant interest in the Sale Securities.

Goldman Sachs will cease to hold this technical relevant interest following settlement taking place in accordance with the terms of the Sale Agreement (scheduled for 17 August 2022).

Yours faithfully,

A handwritten signature in dark ink, appearing to read "Noble Sebastian", with a long horizontal flourish extending to the right.

Noble Sebastian  
Executive Director

Enclosures

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial shareholder**

To Company Name/Scheme	AUSTRALIAN CLINICAL LABS LIMITED
ACN	ACN 645 711 128

**1. Details of substantial holder**

Name	The Goldman Sachs Group, Inc. ("GSGI") on behalf of itself and its subsidiaries ("Goldman Sachs Group") including its significant subsidiaries listed in Annexure A ("Significant Subsidiaries") and Goldman Sachs Holdings ANZ Pty Limited and its subsidiaries ("Goldman Sachs Australia Group")
ACN/ARSN (if applicable)	Not applicable
The holder became a substantial holder on	12 August 2022

**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	Number of securities	Persons' votes	Voting power
Fully Paid Ordinary Shares	30,814,917	30,814,917	15.2675%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder 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	Class and number of securities	
GSGI	GSGI has a relevant interest in fully paid ordinary shares by virtue of section 608(3) of the Corporations Act 2001.	1,926,028	Fully Paid Ordinary Shares
Goldman Sachs Asset Management, L.P. ("GSAML")	GSAML has a relevant interest in fully paid ordinary shares in its capacity as investment manager for a range of client portfolios.	4,473	Fully Paid Ordinary Shares
Goldman Sachs Financial Markets Pty Ltd ("GAUS")	GAUS beneficially owns fully paid ordinary shares.	886,045	Fully Paid Ordinary Shares
Goldman Sachs & Co. LLC ("GSCO")	Holder of shares subject to an obligation to return under the securities lending agreements (see Annexure B).	229,007	Fully Paid Ordinary Shares
Goldman Sachs International ("GSI")	Holder of shares subject to an obligation to return under the securities lending agreements (see Annexure B).	806,503	Fully Paid Ordinary Shares

Holder of relevant interest	Nature of relevant interest	Class and number of securities	
Goldman Sachs Australia Pty Ltd ("GSA")	<p>GSA entered into a sale agreement on 12 August 2022 (Agreement) with Crescent Capital Partners Management Pty Limited ("CCPM") in its capacity as investment manager of the CCP Funds, ROC Entities and Instanz (as defined in Schedule 1 of the Agreement), please see attached for the Agreement.</p> <p>Upon signing the Agreement, pursuant to the operation of the Corporations Act 2001(Cth), GSA obtained a technical relevant interest.</p>	28,888,889	Fully paid 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	Class and number of securities	
GSAMLP	Bank of New York Mellon	Various Clients	4,473	Fully Paid Ordinary Shares
GAUS	HSBC Custody Nominees Australia Limited	GAUS	886,045	Fully Paid Ordinary Shares
GSCO	HSBC Custody Nominees Australia Limited	GSCO	229,007	Fully Paid Ordinary Shares
GSI	HSBC Custody Nominees Australia Limited	GSI	806,503	Fully Paid Ordinary Shares
GSA	<p>The CCP Funds (as defined in Schedule 1 of the Sale Agreement)</p> <p>ROC Funds (as defined in the Schedule 1 of the Sale Agreement)</p> <p>Instanz Nominees Pty Limited (or Instanz)</p>	<p>The CCP Funds (as defined in Schedule 1 of the Sale Agreement)</p> <p>ROC Funds (as defined in the Schedule 1 of the Sale Agreement)</p> <p>Instanz Nominees Pty Limited (or Instanz)</p>	28,888,889	Fully paid 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	Class and number of securities
Please refer to Annexure C.			

#### 6. Associates

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

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

**7. Addresses**

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

Name	Address
GSGI	Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801, USA
Goldman Sachs Australia Group	All care of Level 22, 101 Collins Street, Melbourne Victoria 3000, Australia
GSAML	Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801, USA
GAUS	Level 22, 101 Collins Street, Melbourne, Victoria 3000, Australia
GSCO	200 West Street, New York, NY 10282, USA
GSI	Plumtree Court, 25 Shoe Lane, London EC4A 4AU, United Kingdom
HSBC Custody Nominees Australia Limited	GPO Box 5302, Sydney NSW 2001, Australia
Bank of New York Mellon	One Wall Street, 15 <sup>th</sup> Floor, New York, NY 10286
GSA	Level 22, 101 Collins Street, Melbourne, Victoria 3000, Australia
CCPM	Level 29, Governor Phillip Tower, 1 Farrer Place Sydney NSW 2000
ROC Capital Pty Limited	2 Bligh Street Level 11 Sydney, NSW 2000 Australia
Instanx Nominees Pty Limited	Level 9 161 Collins St Melbourne, Victoria, 3000 Australia

**Signature**

Print name    Noble Sebastian    Capacity    Authorised Person  
 (signing under power of attorney in  
 accordance with section 52 of the  
 Corporations Act)

Sign here



Date

16 August 2022

**Annexure A**

(This is Annexure A of two (2) pages referred to in Form 603, Notice of initial substantial shareholder)

**Significant Subsidiaries of The Goldman Sachs Group, Inc.**

The following are significant subsidiaries of The Goldman Sachs Group, Inc. as of December 31, 2021 and the states or jurisdictions in which they are organized. Each subsidiary is indented beneath its principal parent. The Goldman Sachs Group, Inc. owns, directly or indirectly, at least 99% of the voting securities of substantially all of the subsidiaries included below. The names of particular subsidiaries have been omitted because, considered in the aggregate as a single subsidiary, they would not constitute, as of the end of the year covered by this report, a "significant subsidiary" as that term is defined in Rule 1-02(w) of Regulation S-X under the Securities Exchange Act of 1934.

Name	State or Jurisdiction of Organization of Entity
The Goldman Sachs Group, Inc.	Delaware
Goldman Sachs & Co. LLC	New York
Goldman Sachs Funding LLC	Delaware
GS European Funding S.A R.L.	Luxembourg
MTGLQ Investors, L.P.	Delaware
Goldman Sachs (UK) L.L.C.	Delaware
Goldman Sachs UK Funding Limited	United Kingdom
Goldman Sachs Group UK Limited	United Kingdom
Goldman Sachs International Bank	United Kingdom
Goldman Sachs International	United Kingdom
Goldman Sachs Group Holdings (U.K.) Limited	United Kingdom
ELQ Investors VIII Ltd	United Kingdom
J. Aron & Company LLC	New York
GSAM Holdings LLC	Delaware
GSAMI Holdings I Ltd	United Kingdom
GSAMI Holdings II Ltd	United Kingdom
Goldman Sachs Asset Management International Holdings Ltd	United Kingdom
Goldman Sachs Asset Management International	United Kingdom
Goldman Sachs Asset Management, L.P.	Delaware
Goldman Sachs Asset Management International Holdings L.L.C.	Delaware
Goldman Sachs Asset Management Co., Ltd.	Japan
Goldman Sachs (Asia) Corporate Holdings L.L.C.	Delaware
Goldman Sachs Holdings (Asia Pacific) Limited	Hong Kong
Goldman Sachs (Japan) Ltd.	British Virgin Islands
Goldman Sachs Japan Co., Ltd.	Japan
Goldman Sachs Holdings (Hong Kong) Limited	Hong Kong
Goldman Sachs Holdings (Singapore) Pte. Ltd.	Singapore
J. Aron & Company (Singapore) Pte.	Singapore
Goldman Sachs Holdings ANZ Pty Limited	Australia
Goldman Sachs Financial Markets Pty Ltd	Australia
Goldman Sachs Australia Pty Ltd	Australia
GS Lending Partners Holdings LLC	Delaware
Goldman Sachs Lending Partners LLC	Delaware
Goldman Sachs Bank USA	New York
Goldman Sachs Bank Europe SE	Germany
Goldman Sachs Mortgage Company	New York

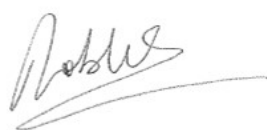
Name	State or Jurisdiction of Organization of Entity
GS Financial Services II, LLC	Delaware
GS Funding Europe VI Ltd	United Kingdom
GS Funding Europe I Ltd.	Cayman Islands
GS Funding Europe V Limited	United Kingdom
GSSG Holdings LLC	Delaware
Special Situations Investing Group II, LLC	Delaware
Special Situations Investing Group III, Inc.	Delaware
GS Asian Venture (Delaware) L.L.C.	Delaware
Asia Investing Holdings Pte. Ltd.	Singapore
Mercer Investments (Singapore) Pte. Ltd.	Singapore
Goldman Sachs Asia Strategic Pte. Ltd.	Singapore
ALQ Holdings (Del) LLC	Delaware
GLQ International Partners LP	United Kingdom
GLQ Broad Street Holdings Ltd.	Cayman Islands
Broad Street Brazil Ltd	Jersey
Broad Street Credit Investments Europe S.A R.L.	Luxembourg
BSCH III Designated Activity Company	Ireland
GLQ International Holdings Ltd	Jersey
GLQ Holdings (UK) Ltd	United Kingdom
ELQ Investors VI Ltd	United Kingdom
ELQ Investors II Ltd	United Kingdom
ELQ Lux Holding S.A R.L.	Luxembourg
GLQL S.A R.L.	Luxembourg
GLQC II Designated Activity Company	Ireland
Goldman Sachs Asia Strategic II Pte. Ltd.	Singapore
Broad Street Equity Investments Europe Ltd	United Kingdom
Goldman Sachs Specialty Lending Group, L.P.	Delaware
Broad Street Principal Investments Superholdco LLC	Delaware
Broad Street Principal Investments, L.L.C.	Delaware
Broad Street Credit Holdings LLC	Delaware
GS Fund Holdings, L.L.C.	Delaware
Broad Street Principal Credit Strategies, L.P.	Delaware
Goldman Sachs PSI Global Holdings, LLC	Delaware

## THE GOLDMAN SACHS GROUP, INC AND ITS SUBSIDIARIES

### Signature

Print name	Noble Sebastian (signing under power of attorney in accordance with section 52 of the Corporations Act)	Capacity	Authorised Person
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Sign here



Date

16 August 2022

**Annexure B**

(This is Annexure B of three (3) pages referred to in Form 603, Notice of initial substantial shareholder)

This is Annexure B referred to in the Form 603: Notice of initial substantial shareholder issued by The Goldman Sachs Group, Inc. and its subsidiaries.

The following is description of the securities lending agreements referenced in the accompanying Form 603:

<b>Type of agreement</b>	Overseas Securities Lender's Agreement
<b>Parties to agreement</b>	Goldman Sachs International (the "Borrower"); Royal Trust Corporation of Canada (the "Lender")
<b>Transfer date</b>	07/28/2022
<b>Holder of voting rights</b>	Securities Borrower, Goldman Sachs International
<b>Are there any restrictions on voting rights?</b> Yes/no  If yes, detail	Yes, the Borrower will use its best endeavours to arrange for the voting rights attached to the borrowed securities to be exercised in accordance with the instructions of the Lender provided that such instructions are given in writing to the Borrower no later than 7 Business Days prior to the date of the vote.
<b>Scheduled return date (if any)</b>	N/A
<b>Does the borrower have the right to return early?</b> Yes/no If yes, detail	Yes - subject to the terms of the relevant Borrowing Request.
<b>Does the lender have the right to recall early?</b> Yes/no  If yes, detail	Yes - with notice on any Business Day of not less than the standard settlement time for the securities on the exchange or in the clearing organization through which the borrowed securities were originally delivered.
<b>Will the securities be returned on settlement?</b> Yes/no If yes, detail any exceptions	Yes - Borrower will redeliver securities.

<b>Type of agreement</b>	Overseas Securities Lender's Agreement
<b>Parties to agreement</b>	Goldman Sachs International (the "Borrower"); HSBC Bank PLC (the "Lender")
<b>Transfer date</b>	06/16/2022
<b>Holder of voting rights</b>	Securities Borrower, Goldman Sachs International
<b>Are there any restrictions on voting rights?</b> Yes/no  If yes, detail	Yes, the Borrower will use its best endeavours to arrange for the voting rights attached to the borrowed securities to be exercised in accordance with the instructions of the Lender provided that such instructions are given in writing to the Borrower no later than 7 Business Days prior to the date of the vote.
<b>Scheduled return date (if any)</b>	N/A
<b>Does the borrower have the right to return early?</b> Yes/no If yes, detail	Yes - subject to the terms of the relevant Borrowing Request.
<b>Does the lender have the right to recall early?</b> Yes/no  If yes, detail	Yes - with notice on any Business Day of not less than the standard settlement time for the securities on the exchange or in the clearing organization through which the borrowed securities were originally delivered.
<b>Will the securities be returned on settlement?</b> Yes/no If yes, detail any exceptions	Yes - Borrower will redeliver securities.

<b>Type of agreement</b>	Securities Loan Agreement
<b>Parties to agreement</b>	<b>Goldman, Sachs &amp; Co. (the "Borrower");</b> State Street Bank and Trust and Company (the "Lender")
<b>Transfer date</b>	05/30/2022 06/15/2022 06/30/2022
<b>Holder of voting rights</b>	Securities Borrower, Goldman, Sachs & Co.
<b>Are there any restrictions on voting rights?</b> Yes/no If yes, detail	No
<b>Scheduled return date (if any)</b>	N/A
<b>Does the borrower have the right to return early?</b> Yes/no If yes, detail	Yes, the borrower may return borrowed securities upon giving notice
<b>Does the lender have the right to recall early?</b> Yes/no If yes, detail	Yes, the lender may recall lent securities upon giving notice
<b>Will the securities be returned on settlement?</b> Yes/no If yes, detail any exceptions	Yes



<b>Type of agreement</b>	Overseas Securities Lender's Agreement
<b>Parties to agreement</b>	Goldman Sachs International (the "Borrower"); Citibank, N.A., acting as agent on behalf of its clients (the "Lender")
<b>Transfer date</b>	06/15/2022 06/17/2022
<b>Holder of voting rights</b>	Securities Borrower, Goldman Sachs International
<b>Are there any restrictions on voting rights?</b> Yes/no  If yes, detail	Yes, the Borrower will use its best endeavours to arrange for the voting rights attached to the borrowed securities to be exercised in accordance with the instructions of the Lender provided that such instructions are given in writing to the Borrower no later than 7 Business Days prior to the date of the vote.
<b>Scheduled return date (if any)</b>	N/A
<b>Does the borrower have the right to return early?</b> Yes/no If yes, detail	Yes - subject to the terms of the relevant Borrowing Request.
<b>Does the lender have the right to recall early?</b> Yes/no  If yes, detail	Yes - with notice on any Business Day of not less than the standard settlement time for the securities on the exchange or in the clearing organization through which the borrowed securities were originally delivered.
<b>Will the securities be returned on settlement?</b> Yes/no If yes, detail any exceptions	Yes - Borrower will redeliver securities.

A copy of the agreements will be provided to Prospect Resources Limited or the Australian Securities and Investments Commission upon request.

#### THE GOLDMAN SACHS GROUP, INC AND ITS SUBSIDIARIES

#### Signature

Print name	Noble Sebastian (signing under power of attorney in accordance with section 52 of the Corporations Act)	Capacity	Authorised Person
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Sign here



Date

16 August 2022

**Annexure C**

(This is Annexure C of eight (8) pages referred to in Form 603, Notice of initial substantial shareholder)

<b>Holder of Relevant Interest</b>	<b>Date of Acquisition</b>	<b>Consideration</b>	<b>Class and number of securities</b>	
GAUS	04/13/2022	31,136	6,076	Ordinary Fully Paid Shares
GAUS	04/14/2022	75,049	14,728	Ordinary Fully Paid Shares
GAUS	04/19/2022	100,400	19,290	Ordinary Fully Paid Shares
GAUS	04/20/2022	29,509	5,599	Ordinary Fully Paid Shares
GAUS	04/20/2022	73,257	13,902	Ordinary Fully Paid Shares
GAUS	04/21/2022	40,202	7,681	Ordinary Fully Paid Shares
GAUS	04/22/2022	49,590	9,539	Ordinary Fully Paid Shares
GAUS	04/26/2022	3,807	744	Ordinary Fully Paid Shares
GAUS	04/26/2022	26,136	5,100	Ordinary Fully Paid Shares
GAUS	04/26/2022	115,799	22,598	Ordinary Fully Paid Shares
GAUS	04/27/2022	85,260	16,829	Ordinary Fully Paid Shares
GAUS	04/27/2022	157,552	31,050	Ordinary Fully Paid Shares
GAUS	04/27/2022	25,830	5,100	Ordinary Fully Paid Shares
GAUS	04/28/2022	66,666	13,163	Ordinary Fully Paid Shares
GAUS	04/28/2022	1,483	292	Ordinary Fully Paid Shares
GAUS	04/28/2022	107,919	21,317	Ordinary Fully Paid Shares
GAUS	04/29/2022	1,205	235	Ordinary Fully Paid Shares
GAUS	04/29/2022	42,496	8,288	Ordinary Fully Paid Shares
GAUS	04/29/2022	20	4	Ordinary Fully Paid Shares
GAUS	04/29/2022	26,148	5,100	Ordinary Fully Paid Shares
GAUS	04/29/2022	69,197	13,499	Ordinary Fully Paid Shares
GAUS	05/02/2022	88,427	17,197	Ordinary Fully Paid Shares
GAUS	05/02/2022	257,025	50,000	Ordinary Fully Paid Shares
GAUS	05/02/2022	198,544	38,611	Ordinary Fully Paid Shares
GAUS	05/03/2022	13,603	2,685	Ordinary Fully Paid Shares
GAUS	05/03/2022	25,977	5,100	Ordinary Fully Paid Shares
GAUS	05/03/2022	50,558	9,944	Ordinary Fully Paid Shares
GAUS	05/04/2022	25,874	5,000	Ordinary Fully Paid Shares
GAUS	05/04/2022	2,069	402	Ordinary Fully Paid Shares
GAUS	05/05/2022	4,971	954	Ordinary Fully Paid Shares
GAUS	05/05/2022	19,388	3,742	Ordinary Fully Paid Shares
GAUS	05/05/2022	300	58	Ordinary Fully Paid Shares
GAUS	05/05/2022	16	3	Ordinary Fully Paid Shares
GAUS	05/05/2022	23,337	4,495	Ordinary Fully Paid Shares
GAUS	05/06/2022	10,550	2,067	Ordinary Fully Paid Shares
GAUS	05/09/2022	26,430	5,299	Ordinary Fully Paid Shares
GAUS	05/09/2022	95	19	Ordinary Fully Paid Shares
GAUS	05/09/2022	10,195	2,041	Ordinary Fully Paid Shares
GAUS	05/09/2022	25,130	5,026	Ordinary Fully Paid Shares
GAUS	05/10/2022	2,464	494	Ordinary Fully Paid Shares
GAUS	05/10/2022	44,578	8,840	Ordinary Fully Paid Shares

GAUS	05/11/2022	232,638	46,097	Ordinary Fully Paid Shares
GAUS	05/11/2022	930	183	Ordinary Fully Paid Shares
GAUS	05/11/2022	4,746	943	Ordinary Fully Paid Shares
GAUS	05/11/2022	57,415	11,403	Ordinary Fully Paid Shares
GAUS	05/12/2022	65,906	12,900	Ordinary Fully Paid Shares
GAUS	05/12/2022	2,088	415	Ordinary Fully Paid Shares
GAUS	05/12/2022	15,552	3,065	Ordinary Fully Paid Shares
GAUS	05/12/2022	289,442	56,699	Ordinary Fully Paid Shares
GAUS	05/13/2022	4,601	868	Ordinary Fully Paid Shares
GAUS	05/13/2022	142	26	Ordinary Fully Paid Shares
GAUS	05/13/2022	46,233	8,585	Ordinary Fully Paid Shares
GAUS	05/13/2022	179,403	33,488	Ordinary Fully Paid Shares
GAUS	05/13/2022	80,419	14,905	Ordinary Fully Paid Shares
GAUS	05/16/2022	18,000	3,172	Ordinary Fully Paid Shares
GAUS	05/16/2022	3,384	598	Ordinary Fully Paid Shares
GAUS	05/16/2022	27,678	4,877	Ordinary Fully Paid Shares
GAUS	05/16/2022	3,963	699	Ordinary Fully Paid Shares
GAUS	05/16/2022	391	71	Ordinary Fully Paid Shares
GAUS	05/16/2022	69,846	12,308	Ordinary Fully Paid Shares
GAUS	05/16/2022	133,285	23,508	Ordinary Fully Paid Shares
GAUS	05/17/2022	76,438	13,299	Ordinary Fully Paid Shares
GAUS	05/17/2022	70,843	12,298	Ordinary Fully Paid Shares
GAUS	05/18/2022	11,929	2,113	Ordinary Fully Paid Shares
GAUS	05/18/2022	1,456	257	Ordinary Fully Paid Shares
GAUS	05/18/2022	43,943	7,767	Ordinary Fully Paid Shares
GAUS	05/18/2022	16,529	2,924	Ordinary Fully Paid Shares
GAUS	05/18/2022	34,763	6,151	Ordinary Fully Paid Shares
GAUS	05/19/2022	59,670	10,600	Ordinary Fully Paid Shares
GAUS	05/19/2022	58,099	10,333	Ordinary Fully Paid Shares
GAUS	05/19/2022	330	59	Ordinary Fully Paid Shares
GAUS	05/19/2022	6,771	1,210	Ordinary Fully Paid Shares
GAUS	05/19/2022	39,926	7,140	Ordinary Fully Paid Shares
GAUS	05/19/2022	31,431	5,589	Ordinary Fully Paid Shares
GAUS	05/20/2022	65,358	11,535	Ordinary Fully Paid Shares
GAUS	05/20/2022	1,469	267	Ordinary Fully Paid Shares
GAUS	05/20/2022	4,986	880	Ordinary Fully Paid Shares
GAUS	05/20/2022	2,299	418	Ordinary Fully Paid Shares
GAUS	05/20/2022	57,212	10,093	Ordinary Fully Paid Shares
GAUS	05/23/2022	3,180	560	Ordinary Fully Paid Shares
GAUS	05/23/2022	3,075	551	Ordinary Fully Paid Shares
GAUS	05/23/2022	7,329	1,298	Ordinary Fully Paid Shares
GAUS	05/23/2022	39,971	7,161	Ordinary Fully Paid Shares
GAUS	05/23/2022	38,903	6,920	Ordinary Fully Paid Shares
GAUS	05/24/2022	12,771	2,405	Ordinary Fully Paid Shares
GAUS	05/24/2022	148,395	27,996	Ordinary Fully Paid Shares
GAUS	05/24/2022	47,324	8,934	Ordinary Fully Paid Shares

GAUS	05/24/2022	1,986	363	Ordinary Fully Paid Shares
GAUS	05/25/2022	270,662	50,396	Ordinary Fully Paid Shares
GAUS	05/25/2022	3,252	605	Ordinary Fully Paid Shares
GAUS	05/25/2022	38,409	7,148	Ordinary Fully Paid Shares
GAUS	05/26/2022	4,040	768	Ordinary Fully Paid Shares
GAUS	05/26/2022	160,063	30,254	Ordinary Fully Paid Shares
GAUS	05/26/2022	1,608	302	Ordinary Fully Paid Shares
GAUS	05/26/2022	71,106	13,452	Ordinary Fully Paid Shares
GAUS	05/27/2022	52,931	10,000	Ordinary Fully Paid Shares
GAUS	05/27/2022	96,964	18,322	Ordinary Fully Paid Shares
GAUS	05/27/2022	8,763	1,659	Ordinary Fully Paid Shares
GAUS	05/27/2022	3,446	650	Ordinary Fully Paid Shares
GAUS	05/27/2022	56,792	10,741	Ordinary Fully Paid Shares
GAUS	05/30/2022	295,222	55,842	Ordinary Fully Paid Shares
GAUS	05/30/2022	10,290	1,945	Ordinary Fully Paid Shares
GAUS	05/30/2022	3,072	575	Ordinary Fully Paid Shares
GAUS	05/30/2022	56,690	10,734	Ordinary Fully Paid Shares
GSCO	05/30/2022	N/A	21,635	Ordinary Fully Paid Shares
GAUS	05/31/2022	1,402	270	Ordinary Fully Paid Shares
GAUS	05/31/2022	308,395	59,210	Ordinary Fully Paid Shares
GAUS	05/31/2022	9,742	1,848	Ordinary Fully Paid Shares
GAUS	05/31/2022	202,700	39,182	Ordinary Fully Paid Shares
GAUS	05/31/2022	33,627	6,334	Ordinary Fully Paid Shares
GAUS	05/31/2022	222,496	43,036	Ordinary Fully Paid Shares
GAUS	05/31/2022	64,214	12,226	Ordinary Fully Paid Shares
GAUS	06/01/2022	7,164	1,334	Ordinary Fully Paid Shares
GAUS	06/01/2022	6,965	1,308	Ordinary Fully Paid Shares
GAUS	06/01/2022	444,895	83,070	Ordinary Fully Paid Shares
GAUS	06/01/2022	177,257	33,160	Ordinary Fully Paid Shares
GAUS	06/02/2022	18,213	3,383	Ordinary Fully Paid Shares
GAUS	06/02/2022	125,094	23,243	Ordinary Fully Paid Shares
GAUS	06/02/2022	599	111	Ordinary Fully Paid Shares
GAUS	06/02/2022	78,648	14,596	Ordinary Fully Paid Shares
GAUS	06/02/2022	1,118	209	Ordinary Fully Paid Shares
GAUS	06/02/2022	70,780	13,192	Ordinary Fully Paid Shares
GAUS	06/03/2022	13,781	2,729	Ordinary Fully Paid Shares
GAUS	06/03/2022	25,937	5,138	Ordinary Fully Paid Shares
GAUS	06/03/2022	739	138	Ordinary Fully Paid Shares
GAUS	06/03/2022	505,127	100,000	Ordinary Fully Paid Shares
GAUS	06/03/2022	593,796	117,860	Ordinary Fully Paid Shares
GAUS	06/06/2022	1,506	313	Ordinary Fully Paid Shares
GAUS	06/06/2022	120,319	25,097	Ordinary Fully Paid Shares
GAUS	06/07/2022	20,257	4,239	Ordinary Fully Paid Shares
GAUS	06/07/2022	125,097	26,248	Ordinary Fully Paid Shares
GAUS	06/08/2022	138	30	Ordinary Fully Paid Shares
GAUS	06/08/2022	61,216	13,064	Ordinary Fully Paid Shares

GAUS	06/08/2022	514	109	Ordinary Fully Paid Shares
GAUS	06/09/2022	50,604	10,900	Ordinary Fully Paid Shares
GAUS	06/09/2022	12,301	2,651	Ordinary Fully Paid Shares
GAUS	06/09/2022	37,825	8,152	Ordinary Fully Paid Shares
GAUS	06/09/2022	112,812	24,306	Ordinary Fully Paid Shares
GAUS	06/10/2022	14,192	3,100	Ordinary Fully Paid Shares
GAUS	06/10/2022	7,415	1,618	Ordinary Fully Paid Shares
GAUS	06/10/2022	74,951	16,383	Ordinary Fully Paid Shares
GAUS	06/10/2022	4,769	1,019	Ordinary Fully Paid Shares
GAUS	06/14/2022	22,563	4,900	Ordinary Fully Paid Shares
GAUS	06/14/2022	11,816	2,569	Ordinary Fully Paid Shares
GAUS	06/14/2022	3,899	851	Ordinary Fully Paid Shares
GAUS	06/14/2022	112,169	24,280	Ordinary Fully Paid Shares
GAUS	06/15/2022	11,452	2,500	Ordinary Fully Paid Shares
GAUS	06/15/2022	24,228	5,291	Ordinary Fully Paid Shares
GAUS	06/15/2022	81,308	17,855	Ordinary Fully Paid Shares
GSCO	06/15/2022	N/A	14,608	Ordinary Fully Paid Shares
GSI	06/15/2022	N/A	500,000	Ordinary Fully Paid Shares
GAUS	06/16/2022	12,691	2,800	Ordinary Fully Paid Shares
GAUS	06/16/2022	13,686	3,022	Ordinary Fully Paid Shares
GAUS	06/16/2022	67,938	15,073	Ordinary Fully Paid Shares
GSI	06/16/2022	N/A	135,503	Ordinary Fully Paid Shares
GAUS	06/17/2022	58,615	13,498	Ordinary Fully Paid Shares
GAUS	06/17/2022	12,809	2,959	Ordinary Fully Paid Shares
GSI	06/17/2022	N/A	130,000	Ordinary Fully Paid Shares
GAUS	06/20/2022	18,350	4,159	Ordinary Fully Paid Shares
GAUS	06/20/2022	4,879	1,107	Ordinary Fully Paid Shares
GAUS	06/20/2022	46,911	10,574	Ordinary Fully Paid Shares
GAUS	06/21/2022	2,877	652	Ordinary Fully Paid Shares
GAUS	06/21/2022	11,084	2,498	Ordinary Fully Paid Shares
GAUS	06/22/2022	880	200	Ordinary Fully Paid Shares
GAUS	06/22/2022	10,905	2,464	Ordinary Fully Paid Shares
GAUS	06/22/2022	567	128	Ordinary Fully Paid Shares
GAUS	06/23/2022	12,961	2,916	Ordinary Fully Paid Shares
GAUS	06/23/2022	21,237	4,783	Ordinary Fully Paid Shares
GAUS	06/23/2022	4,915	1,102	Ordinary Fully Paid Shares
GAUS	06/24/2022	4,663	1,040	Ordinary Fully Paid Shares
GAUS	06/24/2022	32,327	7,214	Ordinary Fully Paid Shares
GAUS	06/24/2022	10,052	2,245	Ordinary Fully Paid Shares
GAUS	06/27/2022	42,944	9,315	Ordinary Fully Paid Shares
GAUS	06/27/2022	12,029	2,621	Ordinary Fully Paid Shares
GAUS	06/28/2022	14,747	3,198	Ordinary Fully Paid Shares
GAUS	06/28/2022	31,492	6,797	Ordinary Fully Paid Shares
GAUS	06/29/2022	16,585	3,612	Ordinary Fully Paid Shares
GAUS	06/29/2022	2,123	462	Ordinary Fully Paid Shares
GAUS	06/30/2022	4,163	910	Ordinary Fully Paid Shares

GAUS	06/30/2022	4,662	1,019	Ordinary Fully Paid Shares
GAUS	06/30/2022	1,418	307	Ordinary Fully Paid Shares
GAUS	06/30/2022	300	65	Ordinary Fully Paid Shares
GAUS	06/30/2022	504	109	Ordinary Fully Paid Shares
GAUS	06/30/2022	633	137	Ordinary Fully Paid Shares
GAUS	06/30/2022	3,095	670	Ordinary Fully Paid Shares
GAUS	06/30/2022	661	143	Ordinary Fully Paid Shares
GSCO	06/30/2022	N/A	113,014	Ordinary Fully Paid Shares
GAUS	07/01/2022	22,766	4,985	Ordinary Fully Paid Shares
GAUS	07/01/2022	19,401	4,258	Ordinary Fully Paid Shares
GAUS	07/01/2022	649	142	Ordinary Fully Paid Shares
GAUS	07/04/2022	6,361	1,398	Ordinary Fully Paid Shares
GAUS	07/04/2022	58,830	12,920	Ordinary Fully Paid Shares
GAUS	07/04/2022	24,535	5,384	Ordinary Fully Paid Shares
GAUS	07/04/2022	5,791	1,270	Ordinary Fully Paid Shares
GAUS	07/05/2022	5,350	1,138	Ordinary Fully Paid Shares
GAUS	07/05/2022	110,123	23,638	Ordinary Fully Paid Shares
GAUS	07/05/2022	8,886	1,907	Ordinary Fully Paid Shares
GAUS	07/05/2022	63,278	13,560	Ordinary Fully Paid Shares
GAUS	07/05/2022	7,163	1,535	Ordinary Fully Paid Shares
GAUS	07/05/2022	33,321	7,151	Ordinary Fully Paid Shares
GAUS	07/06/2022	6,338	1,347	Ordinary Fully Paid Shares
GAUS	07/06/2022	75,492	16,031	Ordinary Fully Paid Shares
GAUS	07/06/2022	24,386	5,194	Ordinary Fully Paid Shares
GAUS	07/06/2022	38	8	Ordinary Fully Paid Shares
GAUS	07/06/2022	47	10	Ordinary Fully Paid Shares
GAUS	07/07/2022	57,698	12,586	Ordinary Fully Paid Shares
GAUS	07/07/2022	48,516	10,577	Ordinary Fully Paid Shares
GAUS	07/07/2022	16,978	3,713	Ordinary Fully Paid Shares
GAUS	07/07/2022	287	62	Ordinary Fully Paid Shares
GAUS	07/07/2022	36,189	7,898	Ordinary Fully Paid Shares
GAUS	07/07/2022	1,916	412	Ordinary Fully Paid Shares
GAUS	07/07/2022	1,502	323	Ordinary Fully Paid Shares
GSMLP	07/07/2022	20,467	4,473	Ordinary Fully Paid Shares
GAUS	07/08/2022	2,681	591	Ordinary Fully Paid Shares
GAUS	07/08/2022	60,253	13,359	Ordinary Fully Paid Shares
GAUS	07/08/2022	9,873	2,192	Ordinary Fully Paid Shares
GAUS	07/08/2022	5,902	1,305	Ordinary Fully Paid Shares
GAUS	07/11/2022	3,824	818	Ordinary Fully Paid Shares
GAUS	07/11/2022	59,245	12,795	Ordinary Fully Paid Shares
GAUS	07/11/2022	8,760	1,894	Ordinary Fully Paid Shares
GAUS	07/11/2022	3,155	682	Ordinary Fully Paid Shares
GAUS	07/11/2022	12,855	2,766	Ordinary Fully Paid Shares
GAUS	07/11/2022	9,539	2,059	Ordinary Fully Paid Shares
GAUS	07/12/2022	19,542	4,194	Ordinary Fully Paid Shares
GAUS	07/12/2022	4,121	881	Ordinary Fully Paid Shares

GAUS	07/12/2022	987	213	Ordinary Fully Paid Shares
GAUS	07/12/2022	78,938	17,112	Ordinary Fully Paid Shares
GAUS	07/12/2022	593	127	Ordinary Fully Paid Shares
GAUS	07/12/2022	1,924	412	Ordinary Fully Paid Shares
GAUS	07/12/2022	532	114	Ordinary Fully Paid Shares
GAUS	07/13/2022	10,570	2,300	Ordinary Fully Paid Shares
GAUS	07/13/2022	24,660	5,376	Ordinary Fully Paid Shares
GAUS	07/13/2022	3,524	766	Ordinary Fully Paid Shares
GAUS	07/13/2022	5,931	1,288	Ordinary Fully Paid Shares
GAUS	07/13/2022	40,648	8,872	Ordinary Fully Paid Shares
GAUS	07/13/2022	1,178	256	Ordinary Fully Paid Shares
GAUS	07/13/2022	377	82	Ordinary Fully Paid Shares
GAUS	07/13/2022	64	14	Ordinary Fully Paid Shares
GAUS	07/14/2022	8,837	1,900	Ordinary Fully Paid Shares
GAUS	07/14/2022	4,348	937	Ordinary Fully Paid Shares
GAUS	07/14/2022	24,977	5,354	Ordinary Fully Paid Shares
GAUS	07/14/2022	37,845	8,098	Ordinary Fully Paid Shares
GAUS	07/14/2022	486	104	Ordinary Fully Paid Shares
GAUS	07/15/2022	18,048	3,800	Ordinary Fully Paid Shares
GAUS	07/15/2022	510	107	Ordinary Fully Paid Shares
GAUS	07/15/2022	19,866	4,183	Ordinary Fully Paid Shares
GAUS	07/15/2022	2,768	584	Ordinary Fully Paid Shares
GAUS	07/15/2022	6,602	1,389	Ordinary Fully Paid Shares
GAUS	07/15/2022	92,790	19,537	Ordinary Fully Paid Shares
GAUS	07/18/2022	24,610	4,960	Ordinary Fully Paid Shares
GAUS	07/18/2022	2,077	408	Ordinary Fully Paid Shares
GAUS	07/18/2022	2,665	536	Ordinary Fully Paid Shares
GAUS	07/18/2022	113,849	22,763	Ordinary Fully Paid Shares
GAUS	07/19/2022	4,824	958	Ordinary Fully Paid Shares
GAUS	07/19/2022	8,631	1,720	Ordinary Fully Paid Shares
GAUS	07/20/2022	34,507	6,670	Ordinary Fully Paid Shares
GAUS	07/20/2022	36,383	7,037	Ordinary Fully Paid Shares
GAUS	07/20/2022	395	77	Ordinary Fully Paid Shares
GAUS	07/21/2022	1,281	245	Ordinary Fully Paid Shares
GAUS	07/21/2022	6,507	1,247	Ordinary Fully Paid Shares
GAUS	07/21/2022	10,426	2,006	Ordinary Fully Paid Shares
GAUS	07/21/2022	1,467	283	Ordinary Fully Paid Shares
GAUS	07/22/2022	5,879	1,121	Ordinary Fully Paid Shares
GAUS	07/22/2022	394	76	Ordinary Fully Paid Shares
GAUS	07/22/2022	6,157	1,167	Ordinary Fully Paid Shares
GAUS	07/22/2022	2,950	560	Ordinary Fully Paid Shares
GAUS	07/22/2022	652	124	Ordinary Fully Paid Shares
GAUS	07/25/2022	6,608	1,265	Ordinary Fully Paid Shares
GAUS	07/25/2022	1,924	365	Ordinary Fully Paid Shares
GAUS	07/25/2022	50,211	9,615	Ordinary Fully Paid Shares
GAUS	07/26/2022	7,427	1,420	Ordinary Fully Paid Shares

GAUS	07/26/2022	4,817	919	Ordinary Fully Paid Shares
GAUS	07/26/2022	44,151	8,491	Ordinary Fully Paid Shares
GAUS	07/27/2022	3,878	743	Ordinary Fully Paid Shares
GAUS	07/27/2022	17,003	3,274	Ordinary Fully Paid Shares
GAUS	07/27/2022	2,224	428	Ordinary Fully Paid Shares
GAUS	07/27/2022	1,846	357	Ordinary Fully Paid Shares
GAUS	07/27/2022	1,592	308	Ordinary Fully Paid Shares
GAUS	07/27/2022	2,425	469	Ordinary Fully Paid Shares
GAUS	07/28/2022	8,304	1,597	Ordinary Fully Paid Shares
GAUS	07/28/2022	2,756	530	Ordinary Fully Paid Shares
GSI	07/28/2022	N/A	41,000	Ordinary Fully Paid Shares
GAUS	07/29/2022	4,845	913	Ordinary Fully Paid Shares
GAUS	07/29/2022	5,100	964	Ordinary Fully Paid Shares
GAUS	07/29/2022	4,127	774	Ordinary Fully Paid Shares
GAUS	07/29/2022	38,192	7,205	Ordinary Fully Paid Shares
GAUS	07/29/2022	2,094	402	Ordinary Fully Paid Shares
GAUS	07/29/2022	2,850	547	Ordinary Fully Paid Shares
GAUS	08/01/2022	212	40	Ordinary Fully Paid Shares
GAUS	08/01/2022	2,449	463	Ordinary Fully Paid Shares
GAUS	08/02/2022	6,250	1,171	Ordinary Fully Paid Shares
GAUS	08/02/2022	29,425	5,504	Ordinary Fully Paid Shares
GAUS	08/02/2022	14,648	2,740	Ordinary Fully Paid Shares
GAUS	08/02/2022	1,471	284	Ordinary Fully Paid Shares
GAUS	08/02/2022	3,517	679	Ordinary Fully Paid Shares
GAUS	08/03/2022	32	6	Ordinary Fully Paid Shares
GAUS	08/03/2022	18,180	3,364	Ordinary Fully Paid Shares
GAUS	08/03/2022	29,430	5,448	Ordinary Fully Paid Shares
GAUS	08/03/2022	69,545	12,784	Ordinary Fully Paid Shares
GAUS	08/03/2022	1,705	317	Ordinary Fully Paid Shares
GAUS	08/03/2022	3,389	630	Ordinary Fully Paid Shares
GAUS	08/03/2022	1,614	300	Ordinary Fully Paid Shares
GAUS	08/04/2022	4,948	931	Ordinary Fully Paid Shares
GAUS	08/04/2022	88,653	16,522	Ordinary Fully Paid Shares
GAUS	08/04/2022	47,633	8,919	Ordinary Fully Paid Shares
GAUS	08/04/2022	59,039	11,062	Ordinary Fully Paid Shares
GAUS	08/04/2022	383	70	Ordinary Fully Paid Shares
GAUS	08/04/2022	558	102	Ordinary Fully Paid Shares
GAUS	08/05/2022	206,944	38,993	Ordinary Fully Paid Shares
GAUS	08/05/2022	7,746	1,460	Ordinary Fully Paid Shares
GAUS	08/05/2022	1,460	277	Ordinary Fully Paid Shares
GAUS	08/05/2022	4,016	762	Ordinary Fully Paid Shares
GAUS	08/05/2022	225,590	42,498	Ordinary Fully Paid Shares
GAUS	08/08/2022	164,687	30,790	Ordinary Fully Paid Shares
GAUS	08/08/2022	19,936	3,737	Ordinary Fully Paid Shares
GAUS	08/08/2022	11,850	2,217	Ordinary Fully Paid Shares
GAUS	08/08/2022	196	37	Ordinary Fully Paid Shares



GAUS	08/08/2022	26,177	4,860	Ordinary Fully Paid Shares
GAUS	08/08/2022	68,051	12,749	Ordinary Fully Paid Shares
GAUS	08/09/2022	62,774	11,970	Ordinary Fully Paid Shares
GAUS	08/09/2022	38,955	7,427	Ordinary Fully Paid Shares
GAUS	08/09/2022	1,590	302	Ordinary Fully Paid Shares
GAUS	08/09/2022	28,887	5,504	Ordinary Fully Paid Shares
GAUS	08/09/2022	7,651	1,438	Ordinary Fully Paid Shares
GAUS	08/10/2022	6,225	1,275	Ordinary Fully Paid Shares
GAUS	08/10/2022	124,993	25,719	Ordinary Fully Paid Shares
GAUS	08/10/2022	3,181	655	Ordinary Fully Paid Shares
GAUS	08/10/2022	26,654	5,448	Ordinary Fully Paid Shares
GAUS	08/11/2022	6,746	1,397	Ordinary Fully Paid Shares
GAUS	08/11/2022	8,879	1,873	Ordinary Fully Paid Shares
GAUS	08/11/2022	96,023	19,856	Ordinary Fully Paid Shares
GAUS	08/11/2022	94,362	19,532	Ordinary Fully Paid Shares
GAUS	08/11/2022	940,724	197,839	Ordinary Fully Paid Shares
GAUS	08/12/2022	8,370	1,706	Ordinary Fully Paid Shares
GAUS	08/12/2022	36,012	7,320	Ordinary Fully Paid Shares
GSA	08/12/2022	N/A	28,888,889	Ordinary Fully Paid Shares

## THE GOLDMAN SACHS GROUP, INC AND ITS SUBSIDIARIES

### Signature

Print name      Noble Sebastian      Capacity      Authorised Person  
 (signing under power of attorney in  
 accordance with section 52 of the  
 Corporations Act)

Sign here



Date

16 August 2022

## **SALE AGREEMENT**

12 August 2022

**PRIVATE AND CONFIDENTIAL**

### **Pricing Terms and Settlement Arrangements**

**Seller:** Crescent Capital Partners Management Pty Limited ("**CCPM**") in its capacity as investment manager of the CCP Funds, ROC Entities and Instanz (as defined in Schedule 1) ("**Registered Holders**").

**Issuer:** Australian Clinical Labs Limited (ACN 645 711 128).

**Securities:** 28,888,889 fully paid ordinary shares in the Issuer.

**Sale Price:** \$4.50 per Security.

**Fees:** As agreed between the parties.

**Trade Date:** Monday, 15 August 2022

**Settlement Date:** Wednesday, 17 August 2022

The Seller agrees to sell the Securities and appoints Goldman Sachs Australia Pty Ltd (ACN 006 797 897) ("**Goldman Sachs**"), in conjunction with its affiliates, to procure purchasers for the Securities, or failing which to purchase itself (or through an affiliate) at the Sale Price those Securities for which it is unable to procure purchasers as at 10.00am on the Trade Date (or such other time as the parties agree in writing) ("**Shortfall Securities**") subject to the terms and conditions set forth in this Agreement ("**Sale**") having received specific instructions from the Seller directing Goldman Sachs to dispose of the Securities in the ordinary course of Goldman Sachs' financial services business.

Goldman Sachs will treat CCPM alone (and not the Registered Holders) as its client in respect of the services that Goldman Sachs provides pursuant to this Agreement for the purposes of the requirements of applicable law; *provided, however*, that (i) all contractual rights and obligations arising under this Agreement (including, without limitation, the transactions concluded under it) and in connection with the Sale shall also be rights and obligations arising between Goldman Sachs and the Registered Holders, except as expressly provided in this Agreement or in respect of those limited rights and obligations arising specifically out of Goldman Sachs' client-facing duties imposed under applicable law; (ii) the Registered Holders, and not CCPM, will be the principal to the sale of the Securities (including, if applicable, any transaction involving Shortfall Securities or Balance Securities); and (iii) CCPM will be taken to give the representations and warranties, acknowledgements and indemnification and release set out in this Agreement both in its own right and as agent for each Registered Holder.

Goldman Sachs will procure that the sale of the Securities shall be effected on the Trade Date by way of one or more special crossings (in accordance with the Operating Rules of ASX) at the Sale Price, with settlement to follow on the Settlement Date on a T+2 basis in accordance with the ASX Settlement Operating Rules. By 9.30am on the Settlement Date (or by the time and date otherwise agreed between the Seller and Goldman Sachs), the Seller will deliver (or procure the delivery of) the Securities, excluding any Balance Securities (as defined below in Annex I) (the "**Transfer Securities**") to Goldman Sachs or an affiliate thereof, as directed by Goldman Sachs, in such form as constitutes valid deliveries between brokers.

Subject to the delivery of the Transfer Securities by the Seller as contemplated above, Goldman Sachs will by 1.00pm on the Settlement Date:

- (a) pay, or procure the payment to the Seller (or as the Seller directs) of, an amount equal to the Aggregate Price; and
- (b) advance to the Seller, if applicable, the Advance Amount in accordance with Annex I.

The "**Aggregate Price**" shall refer herein to (x) the total number of Transfer Securities multiplied by (y) the Sale Price (as defined above), less any fees payable by the Seller as agreed separately in writing between the parties. The Aggregate Price does not include, and the Seller is responsible for and shall pay, all transfer taxes, goods and services, stamp taxes and other duties incidental to the sale and delivery of the Securities.

Goldman Sachs will conduct the Sale by way of an offer only to persons:

- (1) if in Australia, who do not need disclosure under Part 6D.2 of the *Corporations Act 2001* (Cth) ("**Corporations Act**"); and
- (2) if outside Australia, to institutional and professional investors in the Permitted Jurisdictions (as defined below) but not elsewhere to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgment or filing of any prospectus or other disclosure document or any other lodgment, registration or filing with, or approval by, a government agency (other than any such requirement with which the Seller, in its sole and absolute discretion, is willing to comply), as determined by agreement between the Seller and Goldman Sachs.

"**Permitted Jurisdictions**" means Australia, New Zealand, Canada, Hong Kong, Norway, Singapore, United Arab Emirates, United Kingdom and the United States (with respect to Eligible U.S. Fund Managers, as defined in Annex III, Part B only) who are entitled to participate in the Sale pursuant to the laws of the relevant jurisdiction without registration, lodgment or other formality.

The Seller acknowledges and agrees that the transactions contemplated by this Agreement are being made under the terms of Goldman Sachs' or its affiliates' account-opening and maintenance documentation with the Seller and the Seller agrees to be bound by the terms thereof. In the event of any inconsistency between the terms of this Agreement and such documentation, this Agreement shall prevail to the extent of that inconsistency.

The Seller acknowledges receipt of the document entitled "General Statement of Distribution Principles". The Seller confirms that it will not claim or allege that Goldman Sachs is liable for determining the timing, terms or structure of the transactions contemplated by this Agreement, for the Sale Price being set at a level that is too high or too low or for any sales of the Securities by investors to which such Securities are allocated. Additionally, the Seller acknowledges that Goldman Sachs acts as an independent contractor and is not acting as a fiduciary and has not advised and is not advising the Seller as to any tax, legal, investment, accounting, regulatory or other matters in any jurisdiction. The Seller shall consult with its own advisers concerning such matters and shall be responsible for making its own analysis of the transactions contemplated hereby, and Goldman Sachs shall have no responsibility or liability to the Seller or the Registered Holders with respect thereto.

Goldman Sachs may disclose to (potential) purchasers of the Securities that the Seller and the Registered Holders (will be) the seller of the Securities sold under the Sale.

### **Regulatory Provisions, Closing Conditions, Representations, Warranties and Agreements, and Indemnity**

Goldman Sachs' obligations under this Agreement are subject to the regulatory provisions in Annex I and conditions specified in Annex II, and the Seller shall indemnify and release Goldman Sachs to the extent specified in Annex II. The Seller makes the representations, warranties and agreements in Part A, Annex III (Seller Representations and Warranties), and Goldman Sachs makes the representations, warranties and agreements in Part B, Annex III (Goldman Sachs Representations and Warranties).

The Seller authorises Goldman Sachs to notify potential purchasers of the Securities that the Seller has made the representations, warranties and agreements in Annex III.

### **General**

In the event that Goldman Sachs or its affiliates are required to or do purchase any Securities, and any Shortfall Securities, the Seller specifically consents to Goldman Sachs and its affiliates acting as principal and not as agent. For the avoidance of doubt, Goldman Sachs will not charge the Seller any brokerage, commission or other fee in the event that Goldman Sachs or its affiliates are required to or do purchase any Securities or Shortfall Securities as principal. The Seller acknowledges that Goldman Sachs or its affiliates may charge brokerage, commission or other fee to any purchasers of Securities.

No statement, notice or waiver under, or amendment to, this Agreement shall be valid unless it is in writing and, in the case of: (i) amendments, executed by each party, (ii) waivers, signed by the party granting the waiver. Notices shall be delivered by email as indicated below. Except to the extent (1) required by applicable law or regulation, (2) disclosure is made to an adviser (including its legal and financial advisors) on the basis that the advisor keeps the information confidential, and (3) disclosure is made to its affiliates and related bodies corporate or to any person who in the ordinary course of the business of the Seller or the Registered Holders has access to the papers and records of the Seller (in each case, who shall keep the information confidential), the terms and existence of this Agreement and the transactions contemplated by it may not be disclosed to any third party or otherwise publicly referred to by the Seller prior to the Settlement Date without the prior written consent of Goldman Sachs.

The Seller will as soon as practicable and within any prescribed period give such notices to, or make such announcements or filings with, any relevant stock exchanges or other authorities as shall be required to be given or made by them under any applicable law or regulation in connection with the Sale in the manner contemplated hereunder, provided that any such announcements comply with its obligations under the no directed selling efforts or general solicitation representation/undertaking in Part A, Annex III (Seller Representations and Warranties).

This Agreement shall be binding upon, and inure solely to the benefit of, Goldman Sachs and the Seller and their respective successors and permitted assigns and, to the extent provided herein, the GS Affiliates (as defined in Annex II) and no other person shall acquire or have any rights under or by virtue of this Agreement. Time shall be of the essence in this Agreement, and neither party may assign any of its rights or obligations under this Agreement to any other party except Goldman Sachs may assign its rights and obligations to an affiliate.

For the purposes of this Agreement, "**affiliate**" has the meaning given to that term in Rule 501(b) under the U.S. Securities Act of 1933, as amended ("**U.S. Securities Act**") and an affiliate of any person means any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person; and "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of securities, by contract or agency or otherwise. For the purposes of this Agreement, The Goldman Sachs Group, Inc. and its subsidiaries and affiliates shall be deemed to be affiliates of Goldman Sachs.

This Agreement, together with any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the law of New South Wales, Australia, and the parties agree that the courts of New South Wales, Australia are the most appropriate and convenient courts to hear any dispute under or arising out of this Agreement and, accordingly, submit to the non-exclusive jurisdiction of such courts. This Agreement may be executed

by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

**GOLDMAN SACHS AUSTRALIA PTY LTD**

**CRESCENT CAPITAL PARTNERS MANAGEMENT PTY LIMITED**

By:  \_\_\_\_\_

Name:   
Title: 

By: \_\_\_\_\_

Name:  
Title:

Email for Notices:   
Attn: 

Email for Notices:   
Attn: 

by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

**GOLDMAN SACHS AUSTRALIA PTY LTD**

**CRESCENT CAPITAL PARTNERS MANAGEMENT PTY LIMITED**

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Title:

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Name:  
Title:

Email for Notices: \_\_\_\_\_  
Attn: \_\_\_\_\_

Email for Notices: \_\_\_\_\_  
Attn: \_\_\_\_\_

Registered Holder	Securities
Crescent Capital Partners V, LP ABN 34 348 297 440	39,270,974
CCP Trusco 1 Pty Limited ACN 143 361 488 ATF Crescent Capital Partners Specific Trust VA	13,158,261
CCP Trusco 2 Pty Limited ACN 143 361 497 ATF Crescent Capital Partners Specific Trust VB	5,765,804
CCP Trusco 4 Pty Limited ACN 143 361 522 ATF Crescent Capital Partners Designated Trust VA	5,533,472
CCP Trusco 5 Pty Limited ACN 147 892 706 ATF Crescent Capital Partners Designated Trust VB	6,207,125
(together, the <b>CCP Funds</b> )	

Registered Holder	Securities
ROC Capital Pty Limited (ABN 37 167 858 764) ATF ROC Asia Pacific Co-investment Fund II	3,074,742
ROC Capital Pty Limited (ACN 167 858 764) ATF ACT Private Equity No. 3 Fund	2,635,495
(together, the <b>ROC Funds</b> )	

Registered Holder	Securities
Instanz Nominees Pty Limited (ACN 073 513 658) ATF The Hearts Trust	14,036,045

## Regulatory Provisions

### Part A: Applicable requirements

Notwithstanding anything else in this Agreement, the number of Securities which must be purchased by Goldman Sachs or its affiliates under the terms of this Agreement will be the lesser of:

- (a) the Shortfall Securities; and
- (b) the maximum number of Securities that can be purchased by Goldman Sachs or its affiliates without:
  - (i) the proposed transaction constituting a "significant action" or "notifiable action" under Part 2 of the *Foreign Acquisition and Takeovers Act 1975 (Cth)* or otherwise requiring notification under foreign investment review policy; and
  - (ii) breach by Goldman Sachs or any of its affiliates of section 606 of the Corporations Act 2001 (Cth) (the "**Corporations Act**") or any other applicable law or regulation.

If the number of Securities (if any) purchased by Goldman Sachs or its affiliates under the terms of this Agreement ("**Principal Securities**") is less than the number of securities referred to under (a) above (such difference to be referred to in this Agreement as the "**Balance Securities**"), then Goldman Sachs will not itself (or through its affiliates) purchase the Balance Securities but Goldman Sachs is instead specifically instructed to sell, as agent on behalf of the Seller in the ordinary course of Goldman Sachs' financial services business, the Balance Securities within 2 months of the date of this Agreement ("**End Date**") outside the United States in offshore transactions in compliance with Regulation S under the U.S. Securities Act ("**Regulation S**"). Goldman Sachs will use reasonable endeavours to sell all of the Balance Securities (if any) on, or as soon as practicable after, the Settlement Date. At the time Goldman Sachs pays the Aggregate Price to the Seller in cleared funds for the Securities (excluding the Balance Securities, if any), Goldman Sachs must also advance to the Seller an amount equal to the number of Balance Securities (if any) multiplied by the Sale Price ("**Advance Amount**"). Goldman Sachs must indemnify the Seller for any shortfall between the actual price received for each Balance Security (if any) sold by Goldman Sachs as agent and the Sale Price. Any such indemnified amount is to be paid to the Seller on the applicable settlement date contemplated in Part B, Annex I (or in respect of any Balance Shares that have not been sold by 4.00pm on the End Date, the End Date).

The parties acknowledge that neither Goldman Sachs nor its affiliates acquire any interest in the Balance Securities (if any) or any rights in them (by way of security or otherwise) except to act as agent for the sale of those Balance Securities.

### Part B: Settlement arrangements for Balance Securities (if any)

Subject to the delivery by the Seller of the Balance Securities in such form as constitutes valid deliveries between brokers, the sale of the Balance Securities, if any, will be effected in accordance with the ASX Settlement Operating Rules, with settlement to follow on a T + 2 basis.

No interest will be payable on the Advance Amount. The Seller must only repay the Advance Amount from and to the extent the Seller receives the proceeds of sale of the Balance Securities and any amount under the indemnity relating to the Balance Securities. The outstanding Advance Amount will not be repayable in any circumstances in respect of Balance Securities not sold by the End Date (other than by way of set-off against any amount due under the indemnity) and the agency will terminate at that time or at such earlier time when all the Balance Securities have been sold. If the Seller receives a dividend or other distribution on a Balance Security prior to the End Date, where that dividend or distribution was announced after the Settlement Date, then the Seller must pay the after-tax amount of the receipt to Goldman Sachs in reduction of the Advance Amount applicable to that Balance Security.

Goldman Sachs will automatically apply, as a set-off, any proceeds of sale of the Balance Securities (if any) as agent and, the amount (if any) due under the indemnity relating to the Balance Securities, against:

- (a) repayment of the Advance Amount by the Seller; and
- (b) any goods and services tax (subject to receipt by the Seller of a tax invoice) payable to Goldman Sachs in relation to this Agreement,

immediately upon receipt of those proceeds.

### Part C: Recognition of the U.S. Special Resolution Regime

- (a) In the event that Goldman Sachs is a Covered Entity that becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from Goldman Sachs of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any interest and obligation in or under this Agreement, were governed by the laws of the United States or a state of the United States.
- (b) In the event that Goldman Sachs is a Covered Entity or a Covered Affiliate of Goldman Sachs becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- (c) For the purposes of this Part C, the following definitions apply:

"**Covered Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 United States Code §1841(k).

"**Covered Entity**" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 U.S. Code of Federal Regulations §252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 U.S. Code of Federal Regulations §47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 U.S. Code of Federal Regulations §382.2(b).

"**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 U.S. Code of Federal Regulations §§252.81, 47.2 or 382.1, as applicable.

"**U.S. Special Resolution Regime**" means each of (i) the U.S. Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

## Conditions

From the time of entry into this Agreement until the End of the Risk Period (defined below), the obligations of Goldman Sachs under this Agreement are subject to the conditions set forth below. For the avoidance of doubt, the conditions set forth below do not apply after the End of the Risk Period. Goldman Sachs may waive, in its sole discretion, any of these conditions by written notice to the Seller.

Accuracy of Seller's representations and warranties. Each of the representations and warranties of Seller in this Agreement shall have been correct and not misleading when given or made and shall remain correct and not misleading in all material respects until the Securities are crossed by way of one or more special crossings (in accordance with the Operating Rules of ASX Limited) (the conclusion of the last of such final special crossings, being the "**End of the Risk Period**").

In the event that:

- (a) the Seller shall not have delivered (or procured the delivery of) the Securities as required by this Agreement; or
- (b) any of the above conditions shall not have been satisfied (or waived in writing) by or on the End of the Risk Period,

Goldman Sachs may in its sole discretion elect to terminate this Agreement in which case the Agreement shall cease to have effect, except for the liability of the Seller arising before or in relation to such termination and as otherwise provided herein, *provided that*, if the Seller delivers less than all of the Securities as required by this Agreement, Goldman Sachs shall also have the option to effect (or procure) the purchase of any number of such Securities as are delivered at the agreed purchase price per Security, but such partial purchase shall not relieve the Seller from liability for its default with respect to the Securities not purchased.

## Indemnification and release

The Seller agrees to indemnify and hold harmless Goldman Sachs against any losses, claims, damages, demands or liabilities (or actions in respect thereof) to which Goldman Sachs may become subject in so far as such losses, claims, damages, demands or liabilities (or actions in respect thereof) relate to or arise out of the transactions contemplated by this Agreement, any breach or alleged breach of the terms of this Agreement by the Seller or as a result of any of the representations and warranties of the Seller being incorrect or misleading in any respect. This indemnity shall not, however, apply to the extent that it is finally judicially determined that such losses, claims, damages, demands or liabilities resulted from Goldman Sachs' gross negligence, fraud or wilful misconduct or to the extent that the amounts claimed represent any criminal penalty or fine which the indemnified person is required to pay for any contravention of law and for which it cannot be indemnified at law. The Seller agrees to reimburse Goldman Sachs promptly for any duly itemised expenses (including properly incurred counsel's fees on a full indemnity basis) reasonably incurred by Goldman Sachs in connection with investigating or defending any such demands, actions or claims. The indemnification obligations of the Seller are in addition to any liability the Seller may otherwise have and shall extend, upon the same terms and conditions, to Goldman Sachs' affiliates and the directors, partners, officers, employees, representatives and controlling persons of Goldman Sachs and its affiliates (collectively, "**GS Affiliates**" and each a "**GS Affiliate**").

The Seller further agrees that no claim shall be made by it or by any person asserting claims on behalf of or in right of the Seller against Goldman Sachs or any GS Affiliate to recover any loss, claim, damage, demand or liability that the Seller may suffer or incur by reason of or arising out of the carrying out or the performance by Goldman Sachs or any GS Affiliate of its obligations or services under this Agreement. This release shall not, however, apply to the extent that it is finally judicially determined that such loss, claim, damage, demand or liability resulted from the gross negligence, fraud or wilful misconduct of the Goldman Sachs or the GS Affiliate claiming the benefit of this release.

The indemnification and release obligations of the Seller shall survive termination or completion of this Agreement. The indemnity and release in this Annex II are granted to Goldman Sachs both for itself and on trust for each of the GS Affiliates and may be enforced by Goldman Sachs on behalf of the GS Affiliates.



## Part A: Seller Representations and Warranties

The Seller represents and warrants to, and agrees with, Goldman Sachs at the date of this Agreement and at all times until the Securities are transferred to and settled with purchasers under the Sale:

Due incorporation. The Seller is duly incorporated and is validly existing under the laws of its place of incorporation and has the full right, power and authority to offer and sell the Securities and perform its obligations under this Agreement; and no person has any conflicting right, contingent or otherwise, to purchase or to be offered for purchase the Securities, or any of them.

This is a valid and binding agreement. This Agreement has been duly authorised, executed and delivered by the Seller and constitutes a lawful, valid and legally binding agreement of the Seller.

Seller and its affiliates have all necessary approvals to sell the Securities. All consents, orders, approvals, and other authorisations, whether governmental, corporate, beneficiary, shareholder or other, necessary for the execution, delivery and performance by the Seller and its affiliates of this Agreement and the transactions contemplated hereby have been obtained or made and are in full force and effect.

Professional Investor: For purposes of the Corporations Act, the Seller is a wholesale client (as that term is defined in section 761G of the Corporations Act) who is also a “sophisticated investor” or a “professional investor” (as those terms are defined, respectively, in sections 708(8) and 708(11) of the Corporations Act).

The Sale does not conflict with the Seller's or its affiliates' other agreements or applicable laws. The compliance by the Seller with all of the provisions of this Agreement will not conflict with, result in a breach or violation of, or constitute a default under: (A) any agreement or instrument to which the Seller or its affiliates is a party or by which it or any of its or their properties or assets is bound; or (B) any statute, rule or regulation applicable to, or any order of any court or governmental agency with jurisdiction over, the Seller, its affiliates, their assets or properties.

Seller will transfer good and valid title to the Securities. The Registered Holders are the sole legal and beneficial owners of, and have good and valid title to, the Securities free and clear of liens, encumbrances, equities or claims (“**encumbrances**”); and upon delivery of the Securities by (or as procured by) the Seller to or as directed by Goldman Sachs against payment pursuant to this Agreement, will give good and valid title to the Securities, free and clear of encumbrances to Goldman Sachs, its affiliates and/ or purchasers of the Securities.

The Seller is not violating insider trading laws. The Seller (and each person on whose behalf the Seller is acting) does not have any non-public information, or information which is not generally available, concerning the Issuer or the Issuer's securities that is material or price-sensitive or could reasonably be expected to have a material impact on the price or value of the Issuer's securities, and the sale of the Securities hereunder will not constitute a violation by the Seller (or any person on whose behalf the Seller is acting) of applicable law prohibiting “insider dealing” or “insider trading” in securities (including, without limitation, section 1043A of the Corporations Act and section 10(b) of the U.S. Securities Exchange Act of 1934, as amended (the “**U.S. Exchange Act**”), as applicable).

Securities rank equally, are freely on-saleable and the Seller is not a “controller”. The Securities rank equally in all respects with existing fully paid ordinary shares of the Issuer and may be offered for sale, and may be on-sold, without disclosure to investors under Part 6D.2 of the Corporations Act and neither the Seller nor any person on whose behalf the Seller is acting is a “controller” of the Issuer within the meaning of sections 50AA or 707(2) of the Corporations Act.

No OFAC sanctions. Neither the Seller nor any director, officer, agent, employee nor, to the Sellers' knowledge (having made due enquiry) any affiliate or person acting on behalf of the Seller (or on whose behalf the Seller is acting) is subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department (“**OFAC**”) (including the designation as a “specially designated national”, “foreign sanctions evader” or “blocked person” thereunder) or is currently subject to any similar sanctions administered by Her Majesty's Treasury in the United Kingdom or the European Union or the Australian Department of Foreign Affairs and Trade (collectively, “**Sanctions**”); and neither the Seller nor the Registered Holders will directly or indirectly use the proceeds of the disposal of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to finance the activities of any person currently subject to any Sanctions or (ii) in any other manner that will result in a violation of Sanctions by any person (including any person or entity participating in the disposal of the Securities, whether as underwriter, placing agent, advisor, investor or otherwise).

No directed selling efforts. None of the Seller, any of the Seller's affiliates, or any person acting on Seller's behalf or on whose behalf the Seller is acting (other than Goldman Sachs or its affiliates or any person acting on their behalf pursuant to this Agreement, as to whom no representation or warranty is made) has engaged or will engage in any “directed selling efforts” (as that term is defined in Rule 902(c) under the U.S. Securities Act) with respect to those Securities offered and sold in reliance on Regulation S under the U.S. Securities Act.

No integration. None of the Seller, any of the Seller's affiliates, or any person acting on Seller's behalf or on whose behalf the Seller is acting (other than Goldman Sachs or its affiliates or any person acting on their behalf pursuant to this Agreement, as to whom no representation or warranty is made) has solicited any offer to buy, offered to sell or sold, and none of them will solicit any offer to buy, offer to sell or sell in the United States any security which could be integrated with the sale of the Securities in a manner that would require the offer and sale of Securities to be registered under the U.S. Securities Act.

No substantial U.S. market interest and foreign private issuer: To the best of the Seller's knowledge, there is no “substantial U.S. market interest” (as such term is defined in Rule 902(j) under the U.S. Securities Act) with respect to the Securities and the Issuer is a “foreign private issuer” (as defined in Rule 405 under the U.S. Securities Act).

The Seller has not manipulated the price of any of the Issuer's securities. Neither the Seller nor any of its affiliates nor any Registered Holder has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Issuer or facilitate the sale or resale of the Securities in violation of any applicable law.

Manager representations and warranties. CCPM represents and warrants that: (i) it is duly appointed as agent (including investment advisor or manager) of the Registered Holders; (ii) CCPM is not in breach of any agreement between CCPM and the Registered Holders that affects CCPM's ability to perform its obligations under this Agreement or in respect of the

Sale; (iii) CCPM has and will have the full power, capacity and authority to enter into and perform its obligations under this Agreement and the Sale, including, without limitation, to enter into and perform the transactions contemplated by this Agreement and to make the representations and warranties under this Agreement; (iv) CCPM is expressly authorised by the Registered Holders to instruct Goldman Sachs in relation to the Sale, and the Sale will comply with the investment objectives and mandates of the Registered Holders; and (v) CCPM has undertaken reasonable checks to verify the identity of the Registered Holders and has complied with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (and associated regulations and rules) in relation to any services Goldman Sachs provides to the Registered Holders.

The Seller undertakes to immediately notify Goldman Sachs in writing if any of its representations, warranties and agreements were not correct when made or cease to be correct prior to such transfer and settlement.

**Part B: Goldman Sachs Representations and Warranties**

Goldman Sachs represents and warrants to, and agrees with, the Seller at the date of this Agreement and at all times until the Securities are transferred to and settled with purchasers under the Sale:

U.S. selling restriction. Offers and sales of Securities under the Sale will be made by Goldman Sachs and its affiliates only:

- (1) to persons that are outside the United States in “offshore transactions” (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S; and
- (2) to persons in the United States or who are acting for the account or benefit of persons in the United States that are dealers or other professional fiduciaries organised, incorporated or (if an individual) resident in the United States that are acting for an account (other than an estate or trust) held for the benefit or account of persons that are not in the United States for which they have, and are exercising, investment discretion within the meaning of Rule 902(k)(2)(i) of Regulation S (“**Eligible U.S Fund Managers**”) in relation on Regulation S.

No directed selling efforts. With respect to the Securities sold in reliance on Regulation S under the U.S. Securities Act, it, its affiliates, and any person acting on behalf of any of them have not engaged and will not engage in “directed selling efforts” (as that term is defined in Rule 902(c) under the U.S. Securities Act).

Goldman Sachs has not manipulated the price of any of the Issuer’s securities. Neither Goldman Sachs nor any of its affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Issuer or facilitate the sale or resale of Securities in violation of any applicable law.

Goldman Sachs undertakes to promptly notify the Seller in writing if any of its representations, warranties and agreements were not correct when made or cease to be correct prior to such transfer and settlement.