

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

## Notice of change of interests of substantial holder

To Company Name/Scheme HILLCREST LITIGATION SERVICES LIMITED

ACN/ARSN 060 094 742

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

Name DECOLAND HOLDINGS PTY LIMITED (Decoland)

ACN/ARSN (if applicable) 007 431 405

There was a change in the interests of the substantial holder on 30/07/2015  
The previous notice was given to the company on 07/05/2015  
The previous notice was dated 07/05/2015

### 2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	45,121,086	20%	76,870,452*	34%*

\* *Relevant interest of the substantial holder in 31,749,366 shares (14% voting power) held only for the purposes of Chapter 6C (substantial holding information) of the Corporations Act not, as a result of section 609(7) of the Corporations Act, Chapter 6 of that Act.*

### 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
30.07.2015	Decoland	Agreement to acquire 31,749,366 shares conditional on a resolution being passed by the Company in general meeting for the purposes of item 7 of the table in section 611 of the Corporations Act	Agreement to pay \$95,248.10 (\$0.003 per share) subject to fulfilment of conditions	31,749,366 fully paid ordinary shares	Decoland
30.07.2015	Mark Edward Elliott	Beneficial ownership of 100% of the shares in and control of, Decoland	N/A	31,749,366 fully paid ordinary shares	Decoland

### 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
Decoland	Decoland	N/A	Legal and beneficial ownership	45,121,086 fully paid ordinary shares	45,121,086
Mark Edward Elliott	Decoland	N/A	Beneficial ownership of 100% of the shares in and control of Decoland	45,121,086 fully paid ordinary shares	45,121,086

Decoland	Lanzerac Nominees Pty Ltd	N/A	Relevant interest for the purposes of Chapter 6C of the Corporations Act pursuant to an agreement conditional on the passing of a resolution for the purposes of item 7 of the table in section 611 of the Corporations Act	31,749,366 fully paid ordinary shares	31,749,366
Mark Edward Elliott	Lanzerac Nominees Pty Ltd	N/A	Beneficial ownership of 100% of the shares in and control of Decoland	31,749,366 fully paid ordinary shares	31,749,366

**5. Changes in association**

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

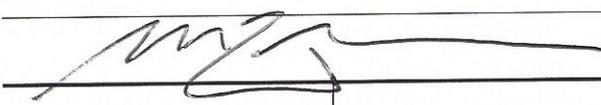
Name and ACN/ARSN (if applicable)	Nature of association

**6. Addresses**

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

Name	Address
Decoland Holdings Pty Ltd	Level 11, 390 St Kilda Road, Melbourne Vic 3004
Mark Edward Elliott	189 Hotham Street, East Melbourne Vic 3002

**Signature**

print name MARK EDWARD ELLIOTT capacity DIRECTOR  
 sign here  date 03/08/2015

**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.

THIS COPY IS A TRUE COPY  
OF THE ORIGINAL



## Share sale agreement

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Lanzerac Nominees Pty Ltd (Vendor)

Decoland Holdings Pty Ltd (Purchaser)

## MinterEllison

Level 23 Rialto Towers 525 Collins Street Melbourne Vic 3000  
Australia DX 204 Melbourne  
T +61 3 8608 2000 F +61 3 8608 1000  
minterellison.com

# Share sale agreement

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<b>Details</b>	<b>4</b>
<b>Agreed terms</b>	<b>5</b>
<b>1. Defined terms &amp; interpretation</b>	<b>5</b>
1.1 Defined terms	5
1.2 Interpretation	6
1.3 Headings	6
<b>2. Conditions precedent and exclusivity</b>	<b>7</b>
2.1 Conditions	7
2.2 Benefit of Conditions	7
2.3 Conduct of the parties	7
2.4 Failure of Condition	7
2.5 Exclusivity	7
<b>3. Sale and purchase</b>	<b>7</b>
<b>4. Completion</b>	<b>8</b>
4.1 Time and place	8
4.2 Simultaneous actions on Completion	8
4.3 Obligations of the Vendor	8
4.4 Obligations of the Purchaser	8
4.5 Purchaser's rights	8
<b>5. General meeting</b>	<b>9</b>
<b>6. Representations and Warranties by the Vendor</b>	<b>9</b>
<b>7. Publicity</b>	<b>9</b>
7.1 Initial Announcement	9
7.2 Substantial holding notice by Purchaser	10
<b>8. Termination</b>	<b>10</b>
8.1 Agreement at an end	10
8.2 Rights not affected	10
<b>9. Notices and other communications</b>	<b>10</b>
9.1 Service of notices	10
9.2 Effective on receipt	10
<b>10. Miscellaneous</b>	<b>10</b>
10.1 Alterations	10
10.2 Approvals and consents	10
10.3 Assignment	11
10.4 Costs	11
10.5 Stamp duty	11
10.6 Survival	11
10.7 Counterparts	11
10.8 No merger	11
10.9 Entire agreement	11

10.10 Further action	11
10.11 Severability	11
10.12 Waiver	11
10.13 Relationship	11
10.14 Confidentiality	11
10.15 Governing law and jurisdiction	12
<b>Signing page</b>	<b>13</b>

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## Details

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### Date

### Parties

Name	<b>Lanzerac Nominees Pty Ltd</b>
ACN	009 176 685
Short form name	<b>Lanzerac</b>
Notice details	C/- Elphick O'Sullivan, Suite 3, 61 Hampden Road, Nedlands, WA, 6009 Attention: Ian Allen

Name	<b>Decoland Holdings Pty Ltd</b>
ACN	007 431 405
Short form name	<b>Purchaser</b>
Notice details	Level 2, 90 William Street, Melbourne Vic 3000 Attention: Mark Elliott

### Background

- A The Company is an Australian ASX listed company which as at 12 May 2015 had a share capital comprising 225,605,432 fully paid ordinary shares.
- B Lanzerac is the registered holder and beneficial owner of the Lanzerac Shares.
- C Lanzerac has agreed to sell and the Purchaser has agreed to buy the Sale Shares on the terms and conditions set out in this agreement.
- D The Purchaser is the registered holder of 45,121,086 fully paid ordinary shares in the Company.

## Agreed terms

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### 1. Defined terms & interpretation

#### 1.1 Defined terms

In this agreement:

**Announcement** means a media release in relation to the Transaction in the form agreed by the parties.

**ASX** means ASX Limited or the financial market known as the Australian Securities Exchange that it operates, as the context requires.

**Business Day** means:

- (a) for receiving a Notice under clause 9, 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, public holiday or bank holiday in Victoria and Western Australia.

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

**Company** means Hillcrest Litigation Services Limited ACN 060 094 742.

**Completion** means completion of the sale and purchase of the Sale Shares as contemplated by this agreement.

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

**Condition** means a condition set out in clause 2.1.

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

**Dispose** in relation to a Sale Share means to dispose or agree to dispose directly or through another person by any means, including:

- (a) granting or exercising an option over the Sale Share;
- (b) using the Sale Share as collateral;
- (c) decreasing an economic interest in the Sale Share; or
- (d) disposing of any right or interest in the Sale Share.

**End Date** means the date that is 3 months from the date this agreement is entered into.

**Lanzerac Shares** means 31,749,366 Shares.

**Purchase Price** means \$95,248.10 representing \$0.003 per Sale Share.

**Rights Issue** means the 1:1 non-renounceable entitlement issue of shares at \$0.003 per share announced by the Company to ASX on 8 April 2015.

**Sale Shares** means the Lanzerac Shares.

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

**Transaction** means:

- (a) the sale of the Sale Shares by the Vendor to the Purchaser; and
- (b) any other transaction effected by this agreement.

Warranties means each of the representations and warranties set out in clause 6

## 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 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;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, SA, dollar or \$ is to Australian currency;
- (f) a reference to time is to Perth, 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 reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) 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; and
- (o) 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.

## 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

## 2. Conditions precedent and exclusivity

### 2.1 Conditions

This agreement is conditional on the fulfilment of the following Conditions:

- (a) the Company has not, since the date of this agreement, issued any securities (as defined in section 92 of the Corporations Act) of the Company other than as expressly contemplated by the Rights Issue;
- (b) a resolution (in a form acceptable to the Purchaser) under item 7 in the table in section 611 of the Corporations Act being passed approving the acquisition by the Purchaser of the Sale Shares in accordance with this agreement; and
- (c) the Company and the shareholders of BSL Litigation Partners Limited ("BSL") entering into a binding agreement for the sale of all the issued shares in BSL to the Company on mutually acceptable terms and conditions.

### 2.2 Benefit of Conditions

The parties agree that:

- (a) each of the Conditions is for the benefit of the Purchaser;
- (b) a Condition may only be waived in writing by the Purchaser; and
- (c) the waiver of a Condition will be effective only to the extent specifically set out in that waiver.

### 2.3 Conduct of the parties

- (a) Each party must use all reasonable efforts within its own capacity to ensure that each Condition is fulfilled before 5.00pm on the End Date.
- (b) Clause (a) does not restrict, and must not be construed as restricting, in any way the right of the Vendor to exercise any voting rights attached to any Sale Shares in any manner that the Vendor in its absolute discretion thinks fit.

### 2.4 Failure of Condition

If one or more Conditions are not fulfilled by the earlier of 5.00pm on the End Date and the earliest date the resolution contemplated by the Condition in clause 2.1(b) is put to a general meeting of the Company and not passed, this agreement is of no further force or effect.

### 2.5 Exclusivity

Until 5.00pm on the End Date the Vendor must not:

- (a) directly or indirectly solicit or respond to any enquiries or proposals by any person other than the Purchaser (or a nominee of the Purchaser) concerning an acquisition of any of the Sale Shares; or
- (b) Dispose of any Sale Shares other than to the Purchaser in accordance with this agreement.

## 3. Sale and purchase

Lanzerac as beneficial owner agrees to sell to the Purchaser and the Purchaser agrees to buy from Lanzerac the Lanzerac Shares:

- (a) free from Encumbrances:

- (b) with all rights, including dividend and voting rights, attached or accrued to them on or after the date of this agreement; and
- (c) subject to this agreement.

## 4. Completion

### 4.1 Time and place

If all of the Conditions have been fulfilled or waived under clause 2.2, Completion will take place at 10.00am on the first Business Day after the date on which all the Conditions have been fulfilled or, where capable of waiver, waived in accordance with clause 2.2 at the offices of the Company, 1 Colin Street, West Perth, WA or another time and place agreed by the parties.

### 4.2 Simultaneous actions on Completion

In respect of Completion:

- (a) the obligations of the parties under this agreement are interdependent;
- (b) all actions required to be performed will be taken to have occurred simultaneously on the Completion Date; and
- (c) the Purchaser need not complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

### 4.3 Obligations of the Vendor

At or before Completion, the Vendor must:

- (a) deliver to the Purchaser duly executed and completed transfers in favour of the Purchaser (or as the Purchaser directs in writing) of the Sale Shares in registrable form (except for the impression of stamp duty or other tax of a similar nature) together with the relevant share certificates (if any);
- (b) deliver to the Purchaser copies of any other document necessary to evidence to the Purchaser's reasonable satisfaction that each of the Conditions has been and remains fulfilled;
- (c) produce to the Purchaser any power of attorney or other authority under which the transfers of the Sale Shares are executed; and
- (d) do all other things necessary or desirable to transfer the Sale Shares to the Purchaser.

### 4.4 Obligations of the Purchaser

At Completion the Purchaser must pay the Purchase Price to the Vendor for the Sale Shares sold by it by bank cheque, telegraphic transfer to an account or accounts nominated by the Vendor or otherwise in cleared funds.

### 4.5 Purchaser's rights

If the Vendor has not complied with any provision of clause 4.3 on the date set for Completion, the Purchaser may:

- (a) waive compliance with that provision;
- (b) defer Completion to a date not more than five Business Days after the date set for Completion and the provisions of this clause 4 (including this clause 4.5) apply to Completion as deferred;
- (c) proceed to Completion as far as practicable (without prejudice to its rights under this agreement); or

- (d) terminate this agreement by notice in writing to the Vendor.

## 5. General meeting

As soon as reasonably practicable after the date of this agreement, the Vendor must use its best endeavours to cause the Company to:

- (a) call and arrange to hold a general meeting in accordance with the Corporations Act, the Company's constitution and ASIC Regulatory Guide 74, to be held not later than 2 months after the date of this agreement, to consider and if thought fit to pass the resolution contemplated by the Condition in clause 2.1(b);
- (b) engage an independent expert to prepare a report for inclusion with the notice of meeting calling the meeting; and
- (c) comply with the requirements of ASIC Regulatory Guide 74 and all other applicable policy of ASIC in relation to the general meeting and the resolution.

## 6. Representations and Warranties by the Vendor

The Vendor represents and warrants to the Purchaser that each of the following statements is true and accurate at the date of this agreement and will be true and accurate on the Completion Date.

- (a) the Vendor is the registered holder and beneficial owner of the Sale Shares the Vendor agrees to sell under this agreement and there are no security interests, mortgages, charges, liens, restrictions against transfer or other encumbrances or interests of any person over or affecting the 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.

## 7. Publicity

### 7.1 Initial Announcement

Each party:

- (a) authorises each other party to issue the Announcement to ASX and then to the media as soon as practicable after the date of this agreement; and
- (b) acknowledges and agrees that it must not make or authorise any other media release, announcement or other public statement or communication of any kind relating to this agreement or the Transaction (except by the Purchaser as provided in clause 7.2) unless:
  - (i) it is required to be made by law or the Listing Rules of ASX and before it is made that party has:
    - (A) notified each other party; and
    - (B) given each other party a reasonable opportunity to comment on the contents of, and the requirement for, the release, announcement or other public statement or communication; or
  - (ii) it has the prior written approval of each other party.

## 7.2 Substantial holding notice by Purchaser

The Vendor acknowledges and agrees that:

- (a) the Purchaser must, under section 671B of the Corporations Act, give to the Company and ASX within 2 Business Days after execution of this agreement, a substantial holding notice with respect to the Transaction; and
- (b) such notice will include a copy of this agreement.

## 8. Termination

### 8.1 Agreement at an end

On termination of this agreement for any reason, this agreement ends as to its future operation.

### 8.2 Rights not affected

Termination of this agreement does not affect any accrued rights or remedies of a party.

## 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, facsimile or email 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;
- (d) if sent by email, when the sender's computer generates a message that the message has been sent unless within 2 hours the computer receives a message to the effect that there has been a delivery failure.

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 consents

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.

### **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**

Each party must pay its own costs of negotiating, preparing and executing this agreement.

### **10.5 Stamp duty**

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.

### **10.6 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.

### **10.7 Counterparts**

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

### **10.8 No merger**

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

### **10.9 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.

### **10.10 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.

### **10.11 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.

### **10.12 Waiver**

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.

### **10.13 Relationship**

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

### **10.14 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;

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- (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.

#### **10.15 Governing law and jurisdiction**

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



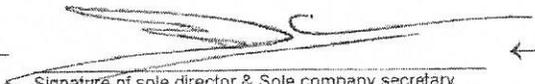
## Signing page

EXECUTED as an agreement.

Executed by Lanzerac Nominees Pty Ltd  
in accordance with Section 127 of the  
*Corporations Act 2001*

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

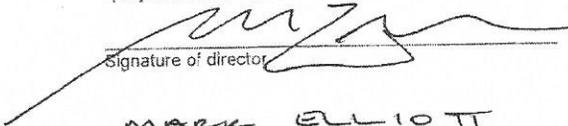
\_\_\_\_\_  
Name of director (print)

  
\_\_\_\_\_  
Signature of sole director & Sole company secretary  
(Please delete as applicable)

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

29 July 2015

Executed by Decoland Holdings Pty Ltd in  
accordance with Section 127 of the  
*Corporations Act 2001*

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

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

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

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

30/07/15