



(Subject to Deed of Company Arrangement)

16 January 2015

ASX Announcements Office
Exchange Centre
20 Bridge Street
SYDNEY NSW 2000

Stanfield Funds Management Limited
(Subject to Deed of Company Arrangement) (the "Company")
ACN 006 222 395

AMENDMENT TO DEED OF COMPANY ARRANGEMENT

We refer to the announcement on 8 October 2014 by Rodgers Reidy advising that the Company had entered into a Deed of Company Arrangement (DOCA) with the Administrator and NVNG Investments Pty Ltd. The Company advises that on 13 January 2014 it entered into a Deed of Amendment to the DOCA. A copy of the Deed of Amendment is attached.

Stephen Hewitt-Dutton
Company Secretary

Stanfield Funds Management Limited ACN 006 222 395
(Subject to Deed of Company Arrangement)

283 Rokeby Road, Subiaco WA 6008
TEL: 08 6315 3505 FAX: 08 9481 1947

DEED OF AMENDMENT – DEED OF COMPANY ARRANGEMENT

Stanfield Funds Management Limited
(Subject to Deed of Company
Arrangement)
(COMPANY)

Mathew Gollant
(DEED ADMINISTRATOR)

NVNG Investments Trust
(PROPONENT)

PHONE (61-8) 6211 5000 | FAX (61-8) 6211 5055 | ABN 63 662 050 668

POSTAL ADDRESS PO Box Z5433, St Georges Tce Perth WA 6831

ADDRESS Level 24 St Martins Tower 44 St Georges Tce
Perth WA 6000


PRICE SIERAKOWSKI
CONSTRUCT

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This Deed of Amendment is made on the 13th day of January 2015

Between:

Stanfield Funds Management Limited (Subject to Deed of Company Arrangement)
(ACN 006 222 395) of c/- Rodgers Reidy Chartered Accountants, Level 3, 326 William Street,
Melbourne Victoria 3000 (**Company**)

Mathew Gollant of c/- Rodgers Reidy Chartered Accountants, Level 3, 326 William Street,
Melbourne Victoria 3000 (**Deed Administrator**)

NVNG Investments Pty Ltd ACN 600 403 398 as trustee for the NVNG Investments Trust of 283
Rokeby Road, Subiaco, Western Australia 6008 (**Proponent**)

Recitals

- A. On 6 October 2014 the Parties entered into a deed of company arrangement (**DOCA**) in respect of Company and to establish the process for the Company's recapitalisation and reconstruction.
- B. The Parties wish to amend the DOCA on the terms and conditions of this Deed.

The Parties agree

to the mutual promises contained in this Deed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed, words and expressions which are defined or given a specific meaning in the DOCA but which are not defined or given a specific meaning in this Deed, have the same meaning as in the DOCA (as amended by clause 2) and, unless the context otherwise requires:

- (a) "**Deed**" means this Deed of Amendment;
- (b) "**Deed of Company Arrangement**" means the Deed of Company Arrangement executed by the Parties on 6 October 2014;
- (c) "**Effective Date**" means the date of this Deed; and
- (d) "**Party**" means any party to this Agreement and "**Parties**" means all of them.

1.2 Interpretation

In this Deed, headings and words in bold are for convenience only and do not affect the interpretation of this Deed and, unless expressly stated otherwise or the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;

- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any regulatory authority;
- (e) except as otherwise specified, if a Party comprises two or more persons, the covenants and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or any two or more of them;
- (f) a reference to a part, clause, Party, exhibit or schedule is a reference to a part and clause of, and a Party, exhibit and schedule to, this Deed and a reference to this Deed includes any annexure, exhibit and schedule;
- (g) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) a reference to a document (including this Deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to a document (including this Deed) includes that party's successors and permitted assigns;
- (j) an obligation on a Party includes that Party's employees, agents, authorised representatives and attorneys;
- (k) a reference to an agreement other than this Deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (l) a reference to a body, other than a party to this Deed (including, without limitation, an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (m) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (n) "includes" and "including" are not words of limitation;
- (o) a right includes a benefit, remedy, discretion or power;
- (p) a reference to any time is a reference to that time in Perth, Western Australia; and
- (q) where time is to be calculated by reference to a day or event, that day or the day of the event is included.

1.3 References to agreement

Every reference in the DOCA to "this agreement" or words to the same effect is deemed to be a reference to the DOCA, as amended by this Deed.

1.4 Construction

No provision of this Deed will be construed adversely against a Party solely on the ground that the Party was responsible for the preparation of this Deed or that provision.

2 Amendment and Confirmation

2.1 Amendment of the DOCA

On and from the Effective Date, the DOCA is deemed to be amended as follows:

- (a) clause 9.1(c) is amended by inserting the following words at the beginning of the clause "*Subject to clause 9.4(ba),*";
- (b) clause 9.1(c) is amended by replacing the figure "\$2,360,297" with "\$1,180,148";
- (c) clause 9.4(b) is amended by replacing the figure "\$2,360,297" with "\$1,180,148";
- (d) insert the following clause after clause 9.4(b) and prior to clause 9.4(c), the following clause be inserted as a new clause 9.4(ba):

"9.4(ba) *The Company may, in its sole discretion, also undertake other forms of capital raisings for the purposes of achieving Reinstatement, including, for example, by the issue of additional convertible notes provided always, however, that any such capital raisings do not affect the existing rights of Creditors (including under the Creditor Offer)."*

- (e) clause 9.4(c)(iii) is amended by inserting the following words after the words "*Recapitalisation Proposal*":

"which, to avoid doubt, includes any offer(s) to noteholders for the purposes of converting their convertible notes into securities in the Company."

- (f) clause 10.2(c) is amended by deleting the words "*up to 9,441,188 Shares via the Prospectus Capital Raising to raise approximately \$2,360,297 before costs*" and inserting the words "*securities for the purposes of the Prospectus Capital Raising.*"; and

- (g) clause 10.2(e) is amended by inserting the following words after the words "*Recapitalisation Proposal*":

"which, to avoid doubt, includes any offer(s) to noteholders for the purposes of converting their convertible notes into securities in the Company."

2.2 Confirmation of the DOCA

The DOCA as amended by this Deed is confirmed and remains in full force and effect and this Deed and the DOCA will be read as one and the same instrument.

3 General

3.1 Governing law and jurisdiction

This Deed is governed by and construed in accordance with the laws of Victoria. The Parties unconditionally submit to the non-exclusive jurisdiction of the courts of the Victoria and the courts which hear appeals from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

3.2 Amendment

This Deed may only be amended or supplemented in writing, signed by the Parties.

3.3 Waiver

The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

3.4 Assignment

No Party may assign or transfer any of its rights or obligations under this Deed without the prior consent in writing of all the other Parties.

3.5 Further Assurance

Each Party must do, sign, execute and deliver and must ensure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from another Party to effectively carry out and give full effect to this Deed.

3.6 Severability

- (a) Any provision of, or the application of any provision of, this Deed or any right, power, authority, discretion or remedy of a Party which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this Deed which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- (c) Subject to clauses 3.6(a) and 3.6(b), if any part of this Deed is, or becomes void or unenforceable, that part is or will be, severed from this Deed to the minimum extent necessary and to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

3.7 Counterparts

This Deed may be executed in any number of counterparts (including by facsimile) and all of those counterparts taken together constitute one and the same instrument.

Executed as a deed:

Executed by Stanfield Funds Management)
Limited (Administrator Appointed) ACN 006)
222 395 in accordance with section 127 of the)
Corporations Act:)



Director/Company Secretary

Paul Doropoulos

Name of Director/Company Secretary

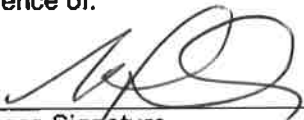


Director

Xavier Kris

Name of Director

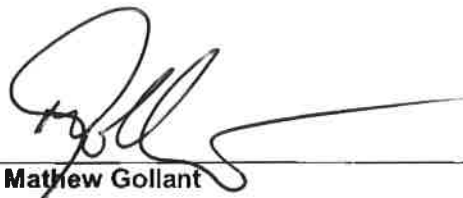
Signed by the said Mathew Gollant in the)
presence of:)



Witness Signature

NEIL MCLEAN

Witness Name



Mathew Gollant

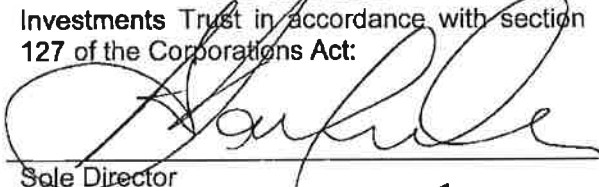
3/326 WILLIAM ST, MELBOURNE

Witness Address

ACCOUNTANT

Witness Occupation

Executed by NVNG Investments Pty Ltd)
ACN 600 403 398 as trustee for the NVNG)
Investments Trust in accordance with section)
127 of the Corporations Act:)



Sole Director

PAUL DOROPOULOS

Name of Sole Director