For personal use only

ASX : DNA

asx release

17 March 2025

DONACO ENTERS INTO SCHEME IMPLEMENTATION DEED FOR ALL CASH A$0.045 PER SHARE ACQUISITION

Donaco International Limited (**Donaco** or the **Company**) is pleased to announce that it has entered into a binding Scheme Implementation Deed (**SID**) with On Nut Road Limited (**ONR**) for ONR's proposed acquisition of 100% of the shares in Donaco that it does not already own via a Scheme of Arrangement (**Scheme**) for A$0.045 cash per Donaco share (**Scheme Consideration**).

Highlights

- **ONR is a special purpose vehicle managed by Argyle Street Management Limited (ASM), a Hong Kong licensed fund manager with more than US$2 billion of assets under management. ONR has been an investor in Donaco since 2019 and currently holds 12.84% of Donaco's issued capital.**
- **If the Scheme is implemented, each Donaco shareholder on the Record Date will receive A$0.045 in cash per Donaco share from ONR.**
- **The Scheme Consideration implies a value for Donaco equity on a fully diluted basis at approximately A$55.59 million, and represents a premium of:**
    - **50.00% to the closing price of A$0.0300 per Donaco share on 14 March 2025;**
    - **54.10% to the 90-day VWAP of A$0.0292 per Donaco share ending 14 March 2025; and**
    - **50.20% to the 120-day VWAP of A$0.0300 per Donaco share ending 14 March 2025.**
- **The Donaco Board unanimously recommends that shareholders vote in favour of the Scheme at the Scheme Meeting in the absence of a superior proposal and subject to the independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Donaco shareholders. Each Donaco Director intends to vote in favour of the Scheme, subject to the same qualifications.**
- **Donaco's largest shareholders, Lee Bug Huy and Lee Bug Tong, who collectively hold (directly or indirectly) an interest in 42.17% of Donaco's issued capital, have indicated voting in favour of the Scheme (in the absence of a superior proposal and subject to the independent expert concluding, and continuing to conclude, that the Scheme is in the best interests of Donaco shareholders).**

Commenting on the Scheme, Donaco's Non-Executive Chairman, Mr Porntat Amatavivadhana, said:

"We have carefully considered the merits of the Scheme, and we believe On Nut Road Limited's offer provides compelling value to Donaco shareholders, representing a 54.10% premium to the 90-day volume weighted average share price. The Board believes that the Scheme is in the best interest of shareholders, providing certainty

in the form of a cash payment to shareholders while removing the risks associated with the cyclical nature of our business.

While Donaco has performed steadily in the last few years and has emerged from the pandemic, the company's financial headwinds have been compounded over the years due to limited profit margins and a lack of substantial investor confidence. This has made fundraising efforts for any form of growth particularly challenging. The dependence on a single, major shareholder for financial stability becomes even more critical in light of the economic strains brought about by the pandemic.

Moreover, the new gaming legislation in Thailand to introduce casino franchises in Bangkok could significantly impact the flow of patrons to Donaco's border casinos. In addition, the impact on costs due to recent actions to cut power along certain towns between Thailand and Cambodia, resulting in intermittent power supply, further complicates our operational conditions. Considering the prevailing border issues and uncertain electricity supply, this may present a unique opportunity for Donaco shareholders that may not arise again. Given these factors, it is imperative for Donaco shareholders to look closely at the offer.

Therefore, the Board believes that the Scheme provides shareholders with a compelling opportunity to de-risk their investment and realise certain value at an attractive premium to historical trading levels leading into this announcement."

Unanimous Board Recommendation and Intention

The Directors of Donaco unanimously recommend that Donaco shareholders vote in favour of the Scheme at the Scheme Meeting in the absence of a superior proposal and subject to an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Donaco shareholders. The reasons for the Directors' recommendation include:

- the Scheme Consideration of A$0.045 per Donaco share represents a premium to the recent trading price of Donaco shares;
- if the Scheme is implemented, Donaco shareholders will receive a certain cash price for their investment in Donaco, while removing the risks associated with operating in a cyclical industry;
- the fundraising challenges Donaco currently faces which are impacting the ability to pursue growth opportunities;
- the impact of Thai gaming laws and Thailand-Cambodia border control initiatives on revenue growth; and
- the impact on costs due to actions to cut power along certain border towns between Thailand and Cambodia.

The Directors of Donaco also intend to vote the shares they directly or indirectly hold in favour of the Scheme at the Scheme Meeting, in the absence of a superior proposal and subject to the independent expert concluding (and continuing to conclude) in the Independent Expert's Report that the Scheme is in the best interests of Donaco shareholders.

Major Shareholder Support

Donaco's largest shareholders, Techatut Sukcharoenkraisri (aka Lee Bug Huy) and Bhuvasith Chaiarunrojh (aka Lee Bug Tong), who as of 13 March 2025 collectively hold an interest in 42.17% of Donaco's issued share capital, have also indicated they intend voting in favour of the Scheme, in the absence of a superior proposal and subject to the independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Donaco shareholders.

Details of the Scheme Implementation Deed

The Scheme is subject to certain customary conditions precedent, including approval of Donaco shareholders and the Court, the independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Donaco shareholders and other customary conditions.

For personal use only

The Scheme is not subject to any financing or due diligence conditions.

The SID contains customary exclusivity obligations on Donaco, including no shop, no talk, no due diligence, and notification and matching right provisions. The SID also details circumstances under which Donaco may be required to pay a break fee to ONR and circumstances where ONR may be required to pay Donaco a reverse break fee, both equivalent to approximately A$500,000.

Full details of the conditions of the Scheme are set out in the SID which is attached as Appendix A to this announcement.

Donaco will engage an independent expert to prepare a report to opine on whether the Scheme is in the best interests of Donaco shareholders (**Independent Expert's Report**).

Timetable and Next Steps

Donaco shareholders do not need to take any action at this time.

Donaco shareholders will have an opportunity to vote on the Scheme at the Scheme Meeting, which is anticipated to be held in June 2025.

A Scheme Booklet containing important information concerning the Scheme and Scheme Meeting, including the reasons for the unanimous recommendation of Donaco Directors, and the Independent Expert's Report, is expected to be sent to Donaco shareholders in May 2025.

For the Scheme to proceed, in addition to satisfying the other conditions precedent (or them being waived, to the extent permitted by the SID) the Scheme must be approved at the Scheme Meeting by at least 75% of all votes cast by Donaco shareholders and (unless waived by the Court) a majority by number of all Donaco shareholders present and voting (in person or by proxy) at the Scheme Meeting.

An indicative timetable for the implementation of the Scheme is set out below.

Action	Estimated Date
Announce Scheme	17 March 2025
First Court Hearing	5 May 2025
Dispatch scheme booklet to Donaco shareholders	6 May 2025
Scheme Meeting	3 June 2025
Second Court Hearing	5 June 2025
Effective Date	6 June 2025
Record Date	11 June 2025
Implementation Date	18 June 2025

Note: this timetable is indicative and may be subject to change.

Advisers

Ashurst is acting as legal adviser in relation to the transaction.

ONR has appointed Hamilton Locke as legal adviser in relation to the transaction.

About On Nut Road Limited

ONR is a special purpose vehicle that is managed by Argyle Street Management Limited (ASM). ASM is a licensed fund manager that was founded in 2002 and is regulated by the Securities and Futures Commission in Hong Kong. ASM is currently managing more than US$2 billion of assets.

ONR has been an investor in Donaco since 2019 and currently has a beneficial interest in 158,574,603 shares equivalent to approximately 12.84% of Donaco's issued capital.

[ENDS]

Authorised for release by the Board.

For personal use only

For further information contact:

Investors

Att Asavanund
Donaco International Limited
att@donacointernational.com

Media

Elodie Castagna
FTI Consulting
elodie.castagna@fticonsulting.com
+61 432 120 061

Donaco International Limited

c/- Lumina, Level 43
25 Martin Place
Sydney, NSW 2000

[TEL] +61 (02) 9106 2149 **[FAX]** +61 (02) 9106 2106
[ABN] 28 007 424 777

For personal use only

Appendix A
Scheme Implementation Deed

For personal use only

Ashurst

For personal use only

Scheme Implementation Deed

Donaco International Limited
ABN 28 007 424 777

On Nut Road Limited

16 March 2025

Contents

1. Interpretation 1

1.1 Definitions 1
1.2 Rules for interpreting this deed 13
1.3 Non-Business Days 14

2. Transaction structure 14

2.1 Agreement to propose and implement Transaction 14
2.2 Outline of Scheme 15
2.3 Scheme Consideration 15
2.4 No amendments to Transaction without consent 15
2.5 Fractional entitlements and Share Splitting 15

3. Conditions 15

3.1 Obligations not binding until Conditions satisfied 15
3.2 Conditions 15
3.3 Waiver of Conditions 17
3.4 Satisfaction of Conditions 18
3.5 Regulatory Approvals 18
3.6 Notifications 19
3.7 Parties to provide certificate to Court 19
3.8 If a Condition is not fulfilled or waived 20
3.9 Failure to agree 20
3.10 Court approval 20
3.11 Scheme voted down 21

4. Implementation obligations 21

4.1 Timetable 21
4.2 Target obligations 21
4.3 Bidder's obligations 25
4.4 Scheme Booklet content and responsibility statements 27
4.5 Conduct of Court proceedings 28

5. Target Board recommendations and voting 28

6. Pre-implementation obligations 29

6.1 Conduct of business 29
6.2 Exceptions 29
6.3 Access to information 29
6.4 Change of control consents 31

7. Directors and officers 31

7.1 Board composition 31
7.2 Limitations 31
7.3 Deeds of insurance and indemnity 32
7.4 Releases 32

8. Confidentiality and announcement 33

8.1 Information provided subject to confidentiality obligation 33
8.2 Announcement of execution 33
8.3 No Announcement 33
8.4 Consultation on Announcements 33

For personal use only

8.5 Excluded Announcements 34
9. Exclusivity 34
9.1 Existing discussions 34
9.2 No-shop, no-talk and no-due diligence 34
9.3 Fiduciary exception 34
10. Notification and matching rights 35
10.1 Initial notification 35
10.2 Matching right 35
10.3 Target Board determination 36
11. Break Fee and Reverse Break Fee 37
11.1 Background 37
11.2 Break Fee triggers 37
11.3 Reverse Break Fee triggers 38
11.4 Payment of Break Fee and Reverse Break Fee 38
11.5 Basis of Break Fee and Reverse Break Fee 38
11.6 Payment conditions 39
11.7 Other Claims 39
11.8 Compliance with law 39
12. Termination 40
12.1 Termination by either party 40
12.2 Termination by Bidder 40
12.3 Termination by Target 41
12.4 Effect of termination 41
12.5 Notice of termination 41
12.6 Remedies 41
13. Representations and warranties 42
13.1 Target Representations and Warranties 42
13.2 Bidder Representations and Warranties 44
13.3 Qualifications on representations and warranties 46
13.4 No representations made on economic or future matters 46
13.5 Reliance on Representations and Warranties 46
13.6 When Representations and Warranties are given 46
13.7 Information on representations and warranties 47
13.8 Survival of representations and warranties 47
14. Indemnities 47
14.1 Indemnities by Target 47
14.2 Indemnities by Bidder 47
14.3 Survival of indemnities 47
15. GST 47
15.1 Definitions 47
15.2 GST pass on 48
15.3 Tax Invoice 48
15.4 Consideration exclusive of GST 48
15.5 Adjustments 48
15.6 Reimbursements 48
16. Notices 48
16.1 How to give a notice 48
16.2 When a notice is given 49
16.3 Address for notices 49

For personal use only

17. General 50

17.1 Amendment 50
17.2 Assignment 50
17.3 Governing law 50
17.4 Liability for expenses 50
17.5 Giving effect to this deed 50
17.6 Variation of rights 50
17.7 No partnership or agency 51
17.8 Operation of this deed 51
17.9 Operation of indemnities 51
17.10 Third party benefit 51
17.11 Consents 52
17.12 No merger 52
17.13 Inconsistency with other documents 52
17.14 Counterparts 52

Schedule

1. Indicative Timetable 53
2. Target Issued Capital 54
3. Scheme of Arrangement 55
4. Deed Poll 56

For personal use only

For personal use only

THIS DEED is made on 16 March 2025

BETWEEN:

(1) **Donaco International Limited** ABN 28 007 424 777 whose registered office is c/- Lumina IP Pty Limited of Level 43, 25 Martin Place, Sydney, NSW 2000, Australia (**Target**); and

(2) **On Nut Road Limited** of Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (**Bidder**).

RECITALS:

(A) Bidder and Target have agreed that Bidder will acquire all of the Scheme Shares by way of a scheme of arrangement between Target and the holders of its ordinary shares under Part 5.1 of the Corporations Act.

(B) Target has agreed to propose and implement, and Bidder has agreed to assist Target to propose and implement, the Scheme, and to undertake associated matters, on the terms of this deed.

THE PARTIES AGREE AS FOLLOWS:

1. Interpretation

1.1 Definitions

The following definitions apply in this deed.

Announcement means a press release, announcement or other public statement (other than a draft explanatory statement, an explanatory statement or supplementary explanatory statement as required under Part 5.1 of the Corporations Act).

Approach Notice means a notice setting out all material details of a Competing Proposal including the identity of the proponent of the Competing Proposal, the consideration offered or proposed, conditions, proposed timetable and break or reimbursement fee (if any).

ASIC means the Australian Securities and Investments Commission.

ASIC Regulatory Guides means the regulatory guides published by ASIC from time to time.

ASIC Review Draft means the draft of the Scheme Booklet which is provided to ASIC for approval under section 411(2) of the Corporations Act.

Associate has the meaning given in section 12(2) of the Corporations Act, as if section 12(1) of the Corporations Act included a reference to this deed.

ASX means ASX Limited (ABN 98 008 624 691) or, as the context requires, the financial market known as 'ASX' operated by ASX Limited.

ASX Listing Rules means the listing rules of ASX as amended or waived from time to time.

For personal use only

ATO means the Australian Taxation Office.

Authorisation means:

(a) an approval, authorisation, consent, declaration, exemption, favourable resolution, licence, notarisation, permit or waiver, however it is described, including any renewal or amendment and any condition attaching to it from or by a Government Agency; and

(b) in relation to anything that could be prohibited or restricted by law, if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken.

Bidder Board means the board of directors of Bidder as at the Implementation Date.

Bidder Group means Bidder and its related bodies corporate.

Bidder Indemnified Party means:

(a) each member of the Bidder Group; and

(b) any person who was a director, officer or employee of a member of the Bidder Group at any time prior to the Implementation Date.

Bidder Material means the information regarding the Bidder Group that is provided by or on behalf of Bidder to Target for inclusion in the Scheme Booklet as is required under the Corporations Act, Corporations Regulations and ASIC Regulatory Guide 60.

Bidder Representation and Warranty means a representation and warranty set out in clause 13.2.

Break Fee means $500,000 (exclusive of GST).

Business Day:

(a) when used in relation to the Implementation Date and the Record Date, has the meaning given in the ASX Listing Rules; and

(b) in all other cases, means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Claim, in relation to a person, means any claim, allegation, cause of action, proceeding, liability, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Competing Proposal means any proposal, offer, transaction, agreement or arrangement which, if ultimately entered into or completed substantially in accordance with its terms, would result in:

(a) a person other than any member of the Bidder Group (whether alone or together with its Associates), directly or indirectly:

(i) acquiring control (within the meaning given in section 50AA of the Corporations Act) of Target or any member of the Target Group which holds all or a substantial part of the business or assets of the Target Group;

(ii) acquiring an interest (including an economic interest by way of an equity swap, contract for difference or similar transaction or arrangement), or a Relevant Interest, in more than 20% of the Target Shares;

(iii) acquiring, becoming the holder of, or having a right to acquire an economic interest in all or a substantial part of the business or assets of the Target Group,

whether by way of takeover bid, members' or creditors' scheme of arrangement, shareholder approved acquisition, capital reduction, buy-back, sale or purchase of shares, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, any debt for equity arrangement or other transaction or arrangement; or

(b) the Transaction not being capable of being implemented on the basis set out in this deed.

Condition means a condition precedent set out in clause 3.2 and **Conditions** means all of them.

Confidentiality Deed means the confidentiality deed between Target and Bidder dated 26 February 2025.

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

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

Counter Proposal has the meaning given in clause 10.2(b)(v).

Court means the Supreme Court of New South Wales or Federal Court of Australia (as determined by Target) or such other court of competent jurisdiction under the Corporations Act agreed to in writing by the parties.

DD Cut-off Time means 5.00 pm on the date that is one Business Day before the date of this deed, or such later date as Target and Bidder agree in writing.

Deed Poll means a document in the form or substantially in the form of Schedule 4, or in such other form as is agreed in writing between the parties.

Defaulting Party has the meaning given in clause 12.1(c).

D&O Run-off Policy has the meaning given in clause 7.3(b).

Effective means the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means the date on which the Scheme becomes Effective.

Encumbrance means:

(a) a Security Interest; or

(b) an easement, restrictive covenant, caveat or similar restriction over property.

End Date means the date that is six months after the date of this deed.

For personal use only

For personal use only

Excluded Shareholder means Bidder and any other member of the Bidder Group, which holds Target Shares.

Excluded Shares means all Target Shares held by Bidder or any other member of the Bidder Group on the Record Date, being, as at the date of this deed, 158,574,603 Target Shares.

Exclusivity Period means the period commencing on the date of this deed and ending on the earliest of:

(a) termination of this deed in accordance with its terms;

(b) the Implementation Date; and

(c) the End Date.

Fairly Disclosed means, in relation to a matter, event or circumstance, disclosed by the Target Group or their Representatives to any member of the Bidder Group or any of their Representatives, in reasonably sufficient detail, so as to allow a reasonable and sophisticated investor experienced in transactions similar to the transactions contemplated by this deed to identify or otherwise determine the nature and scope of the relevant matter, event or circumstance.

First Court Date means the first day of the hearing of the Court of an application for an order under section 411(1) of the Corporations Act convening of the Scheme Meeting.

Government Agency means a government, government department or a governmental, semi-governmental, administrative, statutory or judicial entity, agency, authority, commission, department, tribunal, or person charged with the administration of a law or agency, whether in Australia or elsewhere, including ASIC, ATO, ASX, the Takeovers Panel, and any self-regulatory organisation established under statute or by ASX.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law means the same as "GST Law" in the GST Act.

Headcount Test means the requirement under section 411(4)(a)(ii)(A) of the Corporations Act that the resolution to approve the Scheme is passed by a majority in number of Target Shareholders present and voting, either in person or by proxy at the Scheme Meeting.

Implementation Date means the fifth Business Day following the Record Date, or such other date as ordered by the Court or agreed in writing between the parties.

Impugned Amount means all or any part of the payment required to be made under clauses 11.2 or 11.3 that is found by the Takeovers Panel or a Court to:

(a) be unlawful;

(b) involve a breach of directors' duties; or

(c) constitute Unacceptable Circumstances.

Independent Expert means the independent expert appointed by Target in respect of the Scheme.

Independent Expert's Report means a report prepared by the Independent Expert in accordance with ASIC Regulatory Guide 111 stating whether or not, in the Independent

For personal use only

Expert's opinion, the Scheme is in the best interests of Target Shareholders and setting out the Independent Expert's reasons for that opinion.

Insolvency Event means, in respect of a person:

(a) an administrator being appointed to the person;

(b) a controller or analogous person being appointed to the person or any of the person's property;

(c) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;

(d) an appointment of the kind referred to in paragraph (c) being made (whether or not following a resolution or application);

(e) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(f) an application being made to a court for an order for its winding up;

(g) an order being made, or the person passing a resolution, for its winding up;

(h) the person:

(i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or

(ii) being unable to pay its debts or otherwise insolvent;

(i) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;

(j) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or

(k) any analogous event to paragraphs (a) to (j) above occurring in connection with that person under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation.

Loss includes any loss, damage, liability, obligation, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense) however it arises and whether it is present or future, fixed or unascertained, actual or contingent but excluding any consequential or indirect loss, economic loss or loss of profits.

Matching Period has the meaning given in clause 10.2.

Matching Right Notice means a notice given in accordance with clause 10.2(a) setting out all material details of a Competing Proposal, including identifying details of the Third Party who made the Competing Proposal, the consideration, conditions, proposed timetable and break or reimbursement fee (if any), that the Target Board has determined is a Superior Proposal.

Order has the meaning given in clause 3.10.

For personal use only

Permitted Event means any agreement, arrangement, understanding or other transaction, event, occurrence or matter:

(a) that was Fairly Disclosed in the Target Disclosure Material or which ought to have been expected to arise from an event, occurrence or matter that was so disclosed;

(b) that is required or permitted to be done, or procured by Target, under this deed or the Transaction or the transactions contemplated by either;

(c) in relation to which Bidder has consented in writing;

(d) which arises as a result of a court or Government Agency order, injunction or undertaking or is otherwise required in order to comply with any applicable law or regulation; or

(e) special exertion and retention payments to directors up to an amount of $150,000 per director.

PPS Security Interest means a security interest that is subject to the PPSA.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Public Register Information means the following information:

(a) the records made available for public inspection by ASIC and which are revealed on an electronic search under an Australian Target Group member's name, ACN or ABN as at the date that is two Business Days before the date of this deed;

(b) an announcement made by Target to ASX prior to the date that is one Business Day before the date of this deed;

(c) the records made available for public inspection on a register maintained by:

(i) the Supreme Court and Court of Appeal of Western Australia for each member of the Target Group, as at 12 March 2025;

(ii) the Supreme Court of New South Wales for each member of the Target Group, as at 12 March 2025;

(iii) the Supreme Court of Victoria for each member of the Target Group, as at 12 March 2025;

(iv) the Supreme Court of Queensland for each member of the Target Group, as at 12 March 2025;

(v) the Supreme Court of South Australia for each member of the Target Group, as at 12 March 2025;

(vi) the Supreme Court of Tasmania for each member of the Target Group, as at 12 March 2025;

(vii) the Supreme Court of Northern Territory for each member of the Target Group, as at 12 March 2025;

(viii) the Supreme Court of Australian Capital Territory for each member of the Target Group, as at 12 March 2025;

(ix) the Federal Court and Federal Circuit Court of Australia for each member of the Target Group, as at 12 March 2025; and

(x) the High Court of Australia for each member of the Target Group, as at 12 March 2025;

(d) the records which are revealed on an electronic search of the register maintained under the PPSA as at the date that is two Business Days before the date of this deed;

(e) the records made available for public inspection by the Accounting and Corporate Regulatory Authority of Singapore and which are revealed on an electronic search in respect of Donaco Singapore Pte Ltd and Donaco Investment (S) Pte Ltd as at 12 March 2025;

(f) the records made available for public inspection by the Ministry of Commerce of Cambodia and which are revealed on an electronic search in respect of DNA Star Vegas Co. Limited as at 12 March 2025; and

(g) the records made available for public inspection on the National Business Registration Portal by the Ministry of Planning and Investment of Vietnam and which are revealed on an electronic search in respect of Lao Cai International Hotel Joint Venture Company as at 12 March 2025.

Record Date means 5.00 pm on the day which is two Business Days after the Effective Date, or any other date agreed in writing between Target and Bidder or as may be required by ASX.

Register means the register of members of Target.

Regulatory Approvals means:

(a) any approval, consent, waiver, exemption, ruling or declaration from a Government Agency that is necessary, required by law, or which Bidder and Target agree (acting reasonably) is desirable, to implement the Transaction, including (without limitation) any relief, waiver, confirmation, exemption or consent granted by ASX, ASIC required to implement the Transaction substantially on the terms of this deed and the Scheme; or

(b) in relation to anything that would be fully or partly prohibited or restricted by law if a Government Agency intervened or acting in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

Relevant Interest has the meaning given in sections 608 and 609 of the Corporations Act.

Representatives means, in relation to a party:

(a) each of the party's subsidiaries; and

(b) each of the directors, officers, employees, agents, representatives and advisers of the party or any of its subsidiaries.

Reverse Break Fee means $500,000 (exclusive of GST).

Scheme means a scheme of arrangement under Part 5.1 of the Corporations Act between Target and the Scheme Shareholders in the form, or substantially in the form,

For personal use only

For personal use only

of Schedule 3 or in such other form as is agreed in writing between the parties, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved by each party (acting reasonably).

Scheme Booklet means the scheme booklet in respect of the Scheme to be prepared by Target (other than the Bidder Material, which is to be prepared by Bidder) in accordance with the terms of this deed, approved by the Court and dispatched to Target Shareholders, and that includes the Scheme, a copy of the Deed Poll executed by Bidder, explanatory statement under section 412(1) of the Corporations Act complying with the requirements of the Corporations Act and the Corporations Regulations, the Independent Expert's Report, the notice of the Scheme Meeting and proxy form for the Scheme Meeting.

Scheme Consideration means $0.045 cash per Scheme Share.

Scheme Meeting means the meeting of Target Shareholders to be convened as ordered by the Court under section 411(1) of the Corporations Act, to consider and vote on the Scheme and includes any meeting convened following any adjournment or postponement of that meeting.

Scheme Share means a Target Share on issue as at the Record Date, excluding the Excluded Shares.

Scheme Shareholder means a person who holds one or more Scheme Shares.

Second Court Date means the first day on which the Court hears the application for an order under section 411(4)(b) of the Corporations Act approving the Scheme or, if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned or appealed application is heard.

Security Interest means any security interest, including:

(a) a PPS Security Interest;

(b) any other mortgage, charge, pledge or lien; or

(c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

Share Splitting means the splitting by a holder of Target Shares into two or more parcels of Target Shares whether or not it results in any change in beneficial ownership of the Target Shares.

Superior Proposal means a Competing Proposal which the Target Board, acting in good faith and after consulting with Target's financial and legal advisers, determines:

(a) is reasonably capable of being implemented in accordance with its terms; and

(b) would, if so implemented, likely result in a more favourable outcome for Target Shareholders than would result from the implementation of the Transaction, taking into account all terms of the Transaction and the Competing Proposal, including timing, legal, regulatory and financial matters and any conditions precedent.

Takeovers Panel means the Takeovers Panel constituted under the *Australian Securities and Investments Commission Act 2001* (Cth).

Target Board means the board of directors of Target as constituted from time to time.

Target Consolidated Tax Group means the consolidated group of which Target is the head company. In this definition, "consolidated group" and "head company" have the respective meanings given by the *Income Tax Assessment Act 1997* (Cth).

Target Disclosure Material means:

(a) the Target Due Diligence Information; and

(b) the Public Register Information.

Target Due Diligence Information means all written information relating to the business, assets, liabilities, operations, profits and losses, financial position and performance and prospects of the Target Group provided or made available by, or on behalf of, the Target Group to any member of the Bidder Group or its Representatives on or before the DD Cut-off Time or otherwise agreed in writing between Bidder and Target as forming part of the Target Due Diligence Information.

Target Group means Target and its subsidiaries.

Target Indemnified Party means:

(a) each member of the Target Group; and

(b) any person who was a director, officer or employee of a member of the Target Group at any time prior to the Implementation Date.

Target Material means all information contained in the Scheme Booklet other than the Bidder Material and the Independent Expert's Report.

Target Material Adverse Effect means an event, matter or circumstance that occurs, is announced or becomes known to Bidder after the date of this deed which, either individually or when aggregated with all such events or circumstances that have occurred, has had or would be reasonably likely to have:

(a) the effect of diminishing the consolidated net asset value of the Target Group (calculated in accordance with the accounting policies and practices applied by Target as at the date of this deed and calculated on the date of the relevant event, matter or circumstance) by an amount of at least $6 million;

(b) the effect of diminishing the consolidated revenue of the Target Group (calculated in accordance with the accounting policies and practices applied by Target as at the date of this deed and calculated on the date of the relevant event, matter or circumstance) by an amount of at least $2 million in any financial year; or

(c) a material adverse effect on the status or terms of any Authorisations issued by any Government Agency in relation to the Target Group, which prevents, or would be reasonably likely to prevent, the Target Group from operating its business, or which results in the loss or would be reasonably likely to result in the loss of any material Authorisations currently held by a member of the Target Group and which is required to operate its business,

other than any event, matter or circumstance:

(d) relating to a Permitted Event;

For personal use only

(e) which is the payment of, or incurring by, the Target Group of costs and expenses relating to the Transaction substantially in the ordinary course of business;

(f) arising as a result of a change to legislation or regulation, any judicial or administrative interpretation of the law or any practice or policy of a Government Agency (whether or not retrospective in effect), including in relation to Tax; or

(g) that arises as a result of general changes in economic, political or business conditions (including interest rates, commodity prices and exchange rates), or in securities, credit or financial markets including material adverse changes or major disruptions to, or fluctuations in, the industry in which Target operates, or acts of terrorism, outbreak or escalation of war (whether or not declared), natural disaster or the like, including any epidemic or pandemic.

Target Prescribed Event means any of the following events:

(a) (**conversion**) Target converts all or any of its shares into a larger or smaller number of shares;

(b) (**capital reduction**) any member of the Target Group resolves to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;

(c) (**buy-back**) any member of the Target Group:

(i) enters into a buy-back agreement; or

(ii) resolves to approve the terms of a buy-back agreement under the Corporations Act;

(d) (**distribution**) any member of the Target Group declares, pays or distributes any dividend, bonus or other share of its profits or assets or returns or agrees to return any capital to its members;

(e) (**issue of securities**) any member of the Target Group issues shares or securities convertible into shares, or grants an option over its shares, or agrees to make such an issue or grant such an option, other than to Target or another member of the Target Group;

(f) (**grant of performance rights and options**) any member of the Target Group issuing securities, or granting a performance right or option over its securities, or agreeing to make such an issue or grant such a performance right or option, other than an issue or grant (or an agreement to issue or grant) to another member of the Target Group;

(g) (**change to constitution**) any member of the Target Group adopts a new constitution or modifies or repeals its constitution or a provision of it;

(h) (**deregistration**) any member of the Target Group is deregistered as a company or otherwise dissolved except in the case of the voluntary deregistration or dissolution of a solvent subsidiary with less than $300,000 in net assets as at the date of this deed;

(i) (**Insolvency Event**) an Insolvency Event occurring in relation to any member of the Target Group; or

For personal use only

(j) (**authorising, committing, announcing or agreeing**) any member of the Target Group authorising, committing, announcing or agreeing to take any of the actions referred to in the paragraphs above,

other than any Permitted Event.

Target Regulated Event means the occurrence of any of the following:

(a) (**changes to business activities**) a member of Target Group enters into any new line of business or other activity in which it is not engaged as at the date of this deed or establish any presence (physical or otherwise) or other activity within or outside Australia which it does not have as at the date of this deed;

(b) (**acquisitions or disposals**) a member of the Target Group acquires or disposes of, offers to acquire or dispose of or agrees to acquire or dispose of any business, entity or undertaking or assets comprising a business, the value of which exceeds $300,000;

(c) (**contracts and commitments**) a member of the Target Group enters into, varies, terminates, exercises options under or submits tenders or proposals in respect of any contract or commitment (including an operating or finance lease for property or equipment) involving revenue or expenditure of more than $300,000 over the term of the contract or commitment, or enters into a joint venture or partnership, excluding any agreements entered into in the ordinary course of business and/or consistent with transactions previously entered into;

(d) (**Encumbrances**) a member of the Target Group creating, granting or agreeing to any Encumbrance over the whole, or a substantial part, of its business or assets, other than a lien that arises by operation of law, legislation or in the usual and ordinary course of business;

(e) (**finance**) a member of the Target Group:

(i) enters into any new financing arrangement, agreement or otherwise provides financial accommodation in excess of $300,000 other than with a member of the Bidder Group or a member of the Target Group, or amends the terms of any existing financial arrangement, agreement or instrument in any material respect;

(ii) incurs capital expenditure in excess of $300,000 per annum;

(iii) waives any material third party default where the financial impact on the Target Group will be in excess of $300,000 (individually or in aggregate in a financial year); or

(iv) accepts as a compromise of a matter less than the full compensation due to a member of the Target Group where the financial impact of the compromise on the Target Group is more than $300,000 (individually or in aggregate in a financial year);

(f) (**related party transactions**) a member of the Target Group enters into, or resolves to enter into, a transaction with any related party of Target (other than a related party which is a member of the Target Group), as defined in section 228 of the Corporations Act;

(g) (**new employment agreements**) a member of the Target Group employs or agrees to employ any person, the value of whose total annual remuneration is or is to be $300,000 or more, or enter into any enterprise bargaining agreement or

For personal use only

similar collective employment agreement, other than in the ordinary course of business on terms consistent with past practice;

(h) (**varying employment arrangements**) a member of the Target Group materially alters, varies or amends any employment, consulting, severance or similar agreement or arrangement with one or more of its officers, directors, other executives or employees, otherwise materially increases remuneration or, benefits for any of the above, or pays a cash incentive, bonus, termination payment or equivalent amount to any of the above, in each case other than pursuant to:

(i) an increase of base salary in the ordinary course as part of annual remuneration reviews consistent with past practices;

(ii) fees paid to directors of Target in accordance with Target's constitution in connection with genuine special exertions or extra services provided by those directors for the benefit of the Target Group (including their work in relation to the Transaction), which must be limited to the amount specified in part (e) of the definition of Permitted Event;

(iii) contractual arrangements in effect on the date of this deed and which are contained in the Target Due Diligence Information; or

(iv) Target's policies and guidelines in effect on the date of this deed and which are contained in the Target Due Diligence Information,

(i) (**advisor engagements**) a member of the Target Group amends in any material respect any agreement or arrangement with an adviser existing as at the date of this deed, or enters into any new agreement or arrangement with an adviser after the date of this deed, or pays or agrees to pay any discretionary incentive fee to any financial adviser or other professional adviser for the provision of services in respect of the Transaction;

(j) (**employee share schemes**) a member of the Target Group amends the terms of an employee share scheme or any other plan or scheme operated for the benefit of directors or employees;

(k) (**settle legal proceedings**) a member of the Target Group settles any legal proceeding, disputed claim, investigation, arbitration or other like proceedings where the settlement amount payable exceeds $300,000;

(l) (**guarantees and indemnities**) a member of the Target Group guarantees or indemnifies the obligations of any person, other than in the ordinary course of business and consistent with past practice;

(m) (**accounting policy**) a member of the Target Group changes any accounting policy applied by them to report their financial position other than any change in policy required by a change in accounting standards or law;

(n) (**tax**) a member of the Target Group does anything that would result in a change to the Target Consolidated Tax Group; or

(o) (**agreement**) a member of the Target Group agrees to do any of the matters set out above,

other than any Permitted Event, (for the avoidance of doubt, the monetary thresholds set out in this definition exclude any amounts to the extent they are contemplated in the Target Disclosure Material).

For personal use only

For personal use only

Target Representation and Warranty means a representation and warranty set out in clause 13.1.

Target Share means each fully paid ordinary share in Target.

Target Shareholder means each person entered in the Register as a holder of Target Shares.

Target Shareholder Scheme Approval means a resolution in favour of the Scheme being passed by the required majorities of Target Shareholders under section 411(4)(a)(ii) of the Corporations Act.

Tax means any tax, levy, charge, impost, fee, deduction, goods and services tax, compulsory loan or withholding, stamp, transaction or registration duty or similar charge that is assessed, levied, imposed or collected by any Government Agency and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above.

Terminating Party has the meaning given in clause 12.1.

Third Party means a person other than Bidder, a member of the Bidder Group, Target or a member of the Target Group, and that person's related bodies corporate and Associates.

Timetable means the timetable for the implementation of the Transaction as set out in Schedule 1, subject to any modifications as the parties may agree in writing or as may be required by ASX.

Trading Day has the meaning given to that term in the ASX Listing Rules.

Transaction means:

(a) the acquisition of 100% of the Scheme Shares by Bidder through the implementation of the Scheme; and

(b) all associated transactions and steps contemplated in the Transaction Documents,

in each case in accordance with the terms of the applicable Transaction Documents.

Transaction Document means each of:

(a) this deed;

(b) the Scheme;

(c) the Deed Poll; and

(d) the Confidentiality Deed.

Unacceptable Circumstances has the meaning given to that term in section 657A of the Corporations Act.

1.2 **Rules for interpreting this deed**

Headings and catchwords are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this deed or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(f) The words **controller**, **entity**, **officer**, **related body corporate**, **security interest** and **subsidiary** have the same meanings as given by the Corporations Act.

(g) A reference to **$** or **dollar** is to Australian currency.

(h) The expression **this deed** includes the agreement, arrangement, understanding or transaction recorded in this deed.

(i) Terms defined in the GST Law have the same meaning in this deed unless the context otherwise requires.

(j) A reference to time in this deed is a reference to time in Sydney, New South Wales, Australia.

1.3 Non-Business Days

If the day on or by which a person must do something under this deed is not a Business Day the person must do it on or by the next Business Day.

2. Transaction structure

2.1 Agreement to propose and implement Transaction

(a) Target agrees to propose and implement the Scheme on and subject to the terms and conditions of this deed, and must use all reasonable endeavours to do so in accordance with the Timetable.

(b) Bidder agrees to assist Target to propose and implement the Scheme on and subject to the terms and conditions of this deed, and must use all reasonable endeavours to do so in accordance with the Timetable.

For personal use only

For personal use only

2.2 **Outline of Scheme**

Subject to the terms and conditions of this deed and the Scheme (including the Conditions), on the Implementation Date:

(a) all of the Scheme Shares held by Scheme Shareholders will be transferred to Bidder; and

(b) each Scheme Shareholder will be entitled to receive the Scheme Consideration for each Scheme Share they held on the Record Date.

2.3 **Scheme Consideration**

Subject to the Scheme becoming Effective, Bidder covenants in favour of Target (in its own right and separately as trustee or nominee for each Scheme Shareholder) that, in consideration of the transfer to Bidder of each Scheme Share held by a Scheme Shareholder under the terms of the Scheme, Bidder will on the Implementation Date, in accordance with the terms of this deed, the Deed Poll and the Scheme:

(a) accept that transfer; and

(b) provide (or procure the provision) to each Scheme Shareholder the Scheme Consideration for each Scheme Share.

2.4 **No amendments to Transaction without consent**

Target must not consent to:

(a) any modification of;

(b) any amendment to; or

(c) the making or imposition by the Court of any condition in respect of,

the Scheme, without the prior written consent of Bidder (not to be unreasonably withheld or delayed).

2.5 **Fractional entitlements and Share Splitting**

(a) Any entitlement of a Scheme Shareholder to a fraction of a cent will be rounded down (as applicable) to the nearest cent in accordance with the Scheme.

(b) The Scheme will contain standard provisions under which Bidder will have the discretion to deem the holdings of two or more Scheme Shareholders to be held by one Scheme Shareholder to prevent any Share Splitting designed to obtain an unfair advantage by reference to such rounding.

3. Conditions

3.1 **Obligations not binding until Conditions satisfied**

The Scheme will not become effective and the obligations of the parties with respect to implementation of the Transaction (including the obligations of Bidder under clauses 2.3 and 4.3(m)) do not become binding unless and until each Condition is satisfied or waived under clause 3.3.

3.2 **Conditions**

The Conditions are as follows:

For personal use only

	Condition	Party entitled to benefit	Party responsible
For the benefit of both parties			
1.	**Target Shareholder Scheme Approval** Before 8.00 am on the Second Court Date, Target Shareholder Scheme Approval is obtained at the Scheme Meeting (or any adjournment or postponement of it) convened in accordance with the orders made under section 411(1) of the Corporations Act.	Target and Bidder, but cannot be waived	Target
2.	**Court approval of Scheme** Subject to clause 3.10, the Court makes orders under section 411(4)(b) of the Corporations Act approving the Scheme.	Target and Bidder, but cannot be waived	Target
3.	**No regulatory actions** As at 8.00 am on the Second Court Date, there is not in effect: (a) any temporary, preliminary or final decision, order, injunction or decree issued by a court or other Government Agency; or (b) any action or investigation by any Government Agency, in consequence of, or in connection with, the Transaction which restrains, prohibits or impedes the implementation of the Transaction (including the acquisition of any or all of the Scheme Shares by Bidder) or any part of it.	Target and Bidder	Target and Bidder
4.	**Change of control consents** Any consent required for the acquisition by Bidder of the Scheme Shares under the Scheme, for the purpose of: (a) any Authorisation in relation to the Target Group which is required in order to operate the business of the Target Group as operated as at the date of this deed; or (b) any material contract to which a member of the Target Group is a party, has been obtained, by 8.00 am on the Second Court Date.	Target and Bidder	Target

For personal use only

	Condition	Party entitled to benefit	Party responsible
For the benefit of Bidder			
5.	**No Target Material Adverse Effect** No Target Material Adverse Effect occurs between the date of this deed and 8.00 am on the Second Court Date.	Bidder	Target
6.	**No Target Prescribed Event** No Target Prescribed Event occurs between the date of this deed and 8.00 am on the Second Court Date.	Bidder	Target
7.	**No Target Regulated Event** No Target Regulated Event occurs between the date of this deed and 8.00 am on the Second Court Date.	Bidder	Target
8.	**Target Representations and Warranties** Each Target Representation and Warranty is true and correct in all material respects as at the time it is given or made.	Bidder	Target
For the benefit of Target			
9.	**Independent Expert's Report** The Independent Expert issues the Independent Expert's Report, which concludes that the Scheme is in the best interests of Target Shareholders and the Independent Expert does not withdraw or qualify its conclusion in any written update to its Independent Expert's Report or withdraw the Independent Expert's Report prior to 8.00 am on the Second Court Date.	Target	Target
10.	**Bidder Representations and Warranties** Each Bidder Representation and Warranty is true and correct in all material respects as at the time it is given or made.	Target	Bidder

3.3 **Waiver of Conditions**

(a) To avoid any doubt, the Conditions that the table in clause 3.2 specifies "cannot be waived", cannot be waived.

(b) Subject to clause 3.3(a), if a Condition has been included for the benefit of:

(i) one party only, only that party may (in its sole and absolute discretion), waive the breach or non-fulfilment of the Condition; or

(ii) more than one party, the breach or non-fulfilment of the Condition may be waived only by the written consent of all those parties (in their sole and absolute discretion).

(c) The breach or non-fulfilment of a Condition may only be waived in writing.

(d) If a party waives the breach or non-fulfilment of a Condition, that waiver precludes that party from suing the other party for any breach of this deed arising as a result of the breach or non-fulfilment of that Condition or arising from the same event which gave rise to the breach or non-fulfilment of that Condition.

(e) Waiver of a breach or non-fulfilment in respect of one Condition does not constitute:

(i) a waiver of breach or non-fulfilment of any other Condition resulting from the same event; or

(ii) a waiver of breach or non-fulfilment of that Condition resulting from any other event.

3.4 **Satisfaction of Conditions**

Each party must:

(a) use reasonable endeavours (other than waiver) to ensure and procure that each Condition for which that party is responsible (according to the table in clause 3.2, and whether solely or jointly):

(i) is satisfied as soon as practicable after the date of this deed; and

(ii) continues to be satisfied at all times until the last time it is to be satisfied (as the case may require);

(b) where it is reasonable and lawful for it do so, provide any information or assistance reasonably requested by the other party to satisfy a Condition for which the other party is solely responsible for satisfying; and

(c) not take any action or refrain from taking any action (except as required by law) designed to prevent the Conditions being satisfied, without the prior written consent of the other party.

3.5 **Regulatory Approvals**

Without limiting clause 3.4(a), each party must:

(a) promptly make all necessary applications and filings (and, if a fee or tax is payable under a law in connection with an application or filing, pay the fee or tax) to obtain each Regulatory Approval as soon as practicable after the date of this deed and give the other party a copy of each such application and filing and evidence of the submission of such applications and filings having been made;

(b) take all the steps which it is responsible for, or which are otherwise reasonably necessary on its part in order to obtain the Regulatory Approvals;

(c) consult with the other party in relation to any proposed communications with a Government Agency relating to any application for a Regulatory Approval, including by providing the other party with drafts of any written submissions and other correspondence to be given to a Government Agency and considering in good faith any reasonable comments of the other party on such drafts;

For personal use only

(d) promptly provide the other party with a copy of all material written communications received from any Government Agency or other person in relation to an application for a Regulatory Approval;

(e) respond to all requests for information in respect of the applications for Regulatory Approvals at the earliest practicable time, to the extent such information is within its possession or control;

(f) provide the other party with all information and assistance reasonably requested by such other party in connection with the applications for Regulatory Approvals; and

(g) so far as it is able, allow the other party and its authorised Representatives the opportunity to be present and make submissions at any meetings with any Government Agency relating to the Regulatory Approvals.

3.6 **Notifications**

Each party must:

(a) keep the other party promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of the Conditions;

(b) promptly notify the other party in writing if it becomes aware that any Condition has been satisfied, in which case the notifying party must also provide reasonable evidence to the other party that the Condition has been satisfied;

(c) promptly notify the other party in writing of any circumstances of which it becomes aware which may result in any of the Conditions not being satisfied or becoming incapable of satisfaction in accordance with its terms; and

(d) upon receipt of a notice given under clause 3.6(c) promptly and without delay and in any event not later than 5.00 pm the day before the Second Court Date, give notice to the other party stating whether or not the breach or non-fulfilment of any specified Condition is waived.

3.7 **Parties to provide certificate to Court**

(a) Before 8.00 am on the Second Court Date, each party must provide:

(i) to the other party and to the Court a certificate signed by a duly authorised representative (or such other evidence as the Court requests), confirming whether or not the Conditions set out in clause 3.2 included for its benefit (whether solely or jointly), other than the Condition in item 2 of clause 3.2, have been satisfied or waived in accordance with this deed; and

(ii) to the other party a certificate signed by a duly authorised representative stating whether or not:

(A) it has materially breached any of its obligations under this deed; and

(B) each of the representations and warranties given by it under clause 13 is true and accurate in all material respects as at the time(s) it is given or made under clause 13.

(b) A certificate provided under clause 3.7(a) constitutes conclusive evidence that the relevant Conditions have been fulfilled, waived or taken to be waived.

For personal use only

3.8 **If a Condition is not fulfilled or waived**

If:

(a) (**Condition not satisfied or waived**) any Condition is not satisfied or (where capable of waiver) waived by the time or date specified in this deed for its satisfaction;

(b) (**Condition not capable of being satisfied**) for any reason, a Condition is not capable of being satisfied, or a circumstance occurs which is reasonably likely to result in a Condition not being capable of being satisfied, and the Condition has not been waived in accordance with clause 3.3 or cannot be waived; or

(c) (**Scheme not Effective**) the Scheme does not become Effective by 11.59 pm on the End Date,

then the parties must consult in good faith to determine whether to:

(d) proceed by way of alternative means or method so as to achieve a commercial outcome that is substantially the same as the Transaction;

(e) extend the relevant time or date for satisfaction of a particular Condition or Conditions;

(f) change the date of the application to be made to the Court for orders under section 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application (as applicable) to another date agreed by the parties;

(g) extend the End Date; or

(h) do any combination of the matters listed in clauses 3.8(d) to 3.8(g) (inclusive).

3.9 **Failure to agree**

If the parties are unable to reach agreement under clause 3.8 within five Business Days after the delivery of the notice under that clause (or any shorter period ending at 5.00 pm on the day before the Second Court Date):

(a) subject to clause 3.9(b), either party may terminate this deed (and that termination will be in accordance with clause 12.1(b)); or

(b) if a Condition may be waived and exists for the benefit of one party only, that party only may waive that Condition or terminate this deed (and that termination will be in accordance with clause 12.1(b)),

in each case before 8.00 am on the Second Court Date. A party will not be entitled to terminate this deed under this clause 3.9 if the relevant Condition has not been satisfied or agreement cannot be reached as a result of a breach of this deed by that party or a deliberate act or omission of that party.

3.10 **Court approval**

If the Court's approval of the Scheme in accordance with section 411(4) of the Corporations Act would impose any terms or conditions other than those set out in the Scheme, then each such term or condition must be approved in writing by Target and Bidder (both acting reasonably) prior to the Court granting the final orders and, if not so agreed, the Condition in item 2 of clause 3.2 will not be satisfied.

For personal use only

For personal use only

3.11 **Scheme voted down**

If Target Shareholder Scheme Approval is not obtained at the Scheme Meeting by reason only of the non-satisfaction of the Headcount Test and it appears to either party (acting reasonably) that there are reasonable grounds on which an application could be made to the Court to exercise its discretion under section 411(4)(a)(ii)(A) of the Corporations Act to disregard the Headcount Test (**Order**), that party may give notice to the other within three Business Days after the Scheme Meeting setting out those grounds and if such notice is given:

(a) Target must promptly after such notice is given apply to Court for the Order by making such submissions to the Court and filing such evidence as counsel engaged by Target to represent it in Court proceedings related to the Scheme, in consultation with Bidder, considers is reasonably required to persuade the Court to exercise its discretion; and

(b) the cost of the application for the Order is to be borne equally between the parties.

4. Implementation obligations

4.1 **Timetable**

(a) Subject to clause 4.1(b), without limiting the parties' obligations under clauses 4.2 to 4.4 (inclusive), the parties must each use all reasonable endeavours to commit necessary resources (including management and the resources of external advisers) and ensure that their respective officers and advisers work in good faith and in a timely and cooperative fashion with the other parties (including by attending meetings and providing information), to produce the Scheme Booklet and implement the Transaction as soon as reasonably practicable and in accordance with the Timetable, subject to the terms and conditions of this deed.

(b) Failure by a party to meet any timeframe or deadline set out in the Timetable will not constitute a breach of clause 4.1(a) to the extent that such failure is due to circumstances and matters outside the party's control.

(c) Each party must keep the other informed about their progress against the Timetable and notify each other if it believes that any of the dates in the Timetable are unachievable.

(d) To the extent that any of the dates or timeframes set out in the Timetable become unachievable due to matters outside of a party's control, the parties will consult in good faith to agree any necessary extension to ensure such matters are completed within the shortest practicable timeframe.

4.2 **Target obligations**

Target must take all reasonably necessary steps to propose and implement the Transaction as expeditiously as practicable and use all reasonable endeavours to do so in accordance with the Timetable, including taking each of the following steps:

(a) (**Announcement**) in accordance with clause 8.2, make an Announcement, in a form agreed between Bidder and Target (on the basis of written statements made to Target by each of its directors) that:

(i) the Target Board unanimously recommends that Target Shareholders vote in favour of the Scheme at the Scheme Meeting; and

(ii) each director of Target who holds or controls Target Shares intends to vote the Target Shares that he or she directly or indirectly owns or controls in favour of the Scheme at the Scheme Meeting,

in each case:

(iii) in the absence of a Superior Proposal; and

(iv) subject to the Independent Expert concluding (and continuing to conclude at all times prior to the Second Court Date) that the Scheme is in the best interests of Target Shareholders;

(b) (**prepare Scheme Booklet**) as soon as practicable after the date of this deed, prepare the Scheme Booklet and, subject to Bidder complying with its obligations under clauses 4.3(a) and 4.3(b) in respect of the Bidder Material, ensure that the Scheme Booklet includes all information required by applicable laws, ASIC Regulatory Guides, Takeovers Panel policy and guidance notes and the ASX Listing Rules and unless there has been a change of recommendation permitted by clause 5, include in the Scheme Booklet a statement (on the basis of written statements made to it by each of its directors) that:

(i) the Target Board unanimously recommends that Target Shareholders vote in favour of the Scheme at the Scheme Meeting; and

(ii) each director of Target who holds or controls Target Shares intends to vote the Target Shares that he or she directly or indirectly owns or controls in favour of the Scheme at the Scheme Meeting,

in each case:

(iii) in the absence of a Superior Proposal; and

(iv) subject to the Independent Expert concluding (and continuing to conclude at all times prior to the Second Court Date) that the Scheme is in the best interests of Target Shareholders;

(c) (**court documents**) prepare all documents necessary for the Court proceedings relating to the Scheme;

(d) (**Independent Expert's Report**) promptly appoint the Independent Expert and commission the preparation of the Independent Expert's Report, and provide all assistance and information reasonably requested by the Independent Expert to enable it to prepare the Independent Expert's Report;

(e) (**due diligence and verification**) undertake appropriate due diligence and verification processes in relation to the Target Material and, after those processes have been completed, provide on or before the First Court Date an affidavit to the Court confirming the due diligence and verification processes undertaken and their completion;

(f) (**consult with Bidder**) in a timely manner consult with Bidder as to the form and content of all material documents required for the purposes of the Scheme, including:

(i) the Scheme Booklet, including:

(A) providing Bidder with drafts of the Scheme Booklet and Independent Expert's Report (excluding the valuation section) for

For personal use only

the purpose of providing Bidder a reasonable opportunity to review and make comments on drafts of the Scheme Booklet (accepting that any review of the Independent Expert's Report is limited to review for factual accuracy including of those parts that include information relating to Bidder);

(B) taking into account Bidder's reasonable comments on drafts of the Scheme Booklet in good faith, and incorporating the Bidder Material;

(C) providing to Bidder a revised draft of the Scheme Booklet within a reasonable time before the ASIC Review Draft is finalised and to enable Bidder to review the ASIC Review Draft before the date of its submission; and

(D) obtaining Bidder's written consent to the inclusion of the Bidder Material (including in respect of the form and context in which the Bidder Material appears in the Scheme Booklet); and

(ii) the documents required:

(A) for the Court proceedings relating to the Scheme, including providing successive drafts of each affidavit or other document to be provided by Target (or its Representatives) necessary for the Court proceedings in relation to the Scheme to Bidder for the purpose of enabling Bidder to review and comment on those drafts; and

(B) in connection with the Scheme Meeting (including any notices of meeting or explanatory statements),

and taking into account in good faith Bidder's reasonable comments on such documents;

(g) (**lodgement of Scheme Booklet with ASIC**) as soon as practicable, and no later than 14 days before the First Court Date, provide the ASIC Review Draft to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act and provide to Bidder a copy of the ASIC Review Draft provided to ASIC as soon as practicable thereafter;

(h) (**ASIC and ASX review of Scheme Booklet**) keep Bidder reasonably informed of any matters raised by ASIC or ASX in relation to the Scheme Booklet, the Scheme or the Transaction generally and consult with, and consider in good faith any reasonable comments made by, Bidder in relation to such matters raised by ASIC or ASX;

(i) (**ASIC no objection**) apply to ASIC for the production of a statement under section 411(17)(b) of the Corporations Act that ASIC has no objection to the Scheme;

(j) (**approve the Scheme Booklet**) as soon as reasonably practicable after ASIC has confirmed that it has no objection to the Scheme Booklet, or if ASIC raises any objection to the Scheme Booklet, after that objection has been resolved, procure that the Target Board resolves to approve the Scheme Booklet for dispatch to Target Shareholders, subject to the making of an order by the Court under section 411(1) of the Corporations Act;

For personal use only

(k) (**representation**) procure that it is represented by counsel at the Court hearings convened for the purposes of the Scheme;

(l) (**first Court hearing**) apply to the Court under section 411(1) of the Corporations Act for an order directing Target to convene the Scheme Meeting;

(m) (**register Scheme Booklet**) if the Court directs Target to convene the Scheme Meeting, request ASIC to register the Scheme Booklet under section 412(6) of the Corporations Act;

(n) (**dispatch Scheme Booklet**) as expeditiously as practicable following an order made by the Court under section 411(1) of the Corporations Act, dispatch the Scheme Booklet to Target Shareholders and all other persons entitled to receive notice of the Scheme Meeting;

(o) (**convene Scheme Meeting**) convene the Scheme Meeting in accordance with any order made by the Court under section 411(1) of the Corporations Act;

(p) (**supplementary disclosure**) if, after the dispatch of the Scheme Booklet, Target becomes aware:

(i) that information included in the Scheme Booklet is or has become misleading or deceptive in any material respect (whether by omission or otherwise); or

(ii) of information that is required to be disclosed to Target Shareholders under any applicable law, relevant ASIC Regulatory Guides, Takeovers Panel policy or guidance notes or the ASX Listing Rules but was not included in the Scheme Booklet,

promptly consult with Bidder in good faith as to the form of any supplementary disclosure to Scheme Shareholders, following which:

(iii) provide Bidder with drafts of any documents that it proposes to issue to Target Shareholders under this clause 4.2(p) and (acting reasonably and in good faith) take into account, for the purpose of amending those drafts, any comments received in a timely manner from Bidder or its Representatives on those drafts; and

(iv) make any disclosure that Target considers necessary to ensure that the Scheme Booklet is not misleading or deceptive in any material respect (including because of any material omission) and otherwise complies with all applicable laws, relevant ASIC Regulatory Guides, Takeovers Panel policy or guidance notes or the ASX Listing Rules;

(q) (**promote Transaction**) participate in efforts reasonably requested by Bidder to promote the merits of the Transaction and the Scheme Consideration, including, where requested in writing by Bidder, meeting with key Target Shareholders;

(r) (**proxy information**) keep Bidder informed on the status of proxy forms received by Target's share registry for the Scheme Meeting:

(i) on the day that is five Business Days before the Scheme Meeting;

(ii) on each Business Day following the day that is five Business Days before the Scheme Meeting, up to the deadline for receipt of proxy forms; and

(iii) immediately following such deadline for receipt of proxy forms;

For personal use only

(s) (**second Court hearing**) if Target Shareholder Scheme Approval is obtained under section 411(4)(a)(ii) of the Corporations Act (or, where clause 3.10 applies, the majority required under section 411(4)(a)(ii)(B) of the Corporations Act) and all the Conditions other than the Condition in item 2 of clause 3.2 are satisfied or waived in accordance with clause 3, apply (and, to the extent necessary, re-apply) to the Court for orders approving the Scheme under section 411(4) of the Corporations Act;

(t) (**certificates**) before 8.00 am on the Second Court Date, provide the Court and Bidder with certificates in accordance with clause 3.7;

(u) (**listing**) subject to clause 4.2(w)(iii), not do anything to cause Target Shares to cease being quoted on ASX prior to close of trading on the Trading Day immediately following the Implementation Date unless Bidder has agreed in writing;

(v) (**lodge copy of Court order**) if the Court approves the Scheme under section 411(4) of the Corporations Act, Target must:

(i) tell ASX in accordance with the ASX Listing Rules as soon as possible after the Court makes those orders, that it will lodge the Court order with ASIC; and

(ii) lodge an office copy of the Court order with ASIC in accordance with section 411(10) of the Corporations Act by no later than 4.00 pm on the Business Day after those orders are made or entered (whichever is later) (or any other later date agreed with Bidder in writing);

(w) (**implementation of Scheme**) if the Scheme is approved by the Court:

(i) close the Register as at the Record Date to determine the identity of the Scheme Shareholders and their entitlements to the Scheme Consideration, in accordance with the Scheme, and provide such information to Bidder;

(ii) subject to Bidder having provided the Scheme Consideration in accordance with the Scheme and Deed Poll, execute proper instruments of transfer and effect and register the transfer of the Scheme Shares to Bidder on the Implementation Date;

(iii) apply to ASX to suspend trading in Target Shares with effect from the close of trading on the Effective Date; and

(iv) apply to ASX to have Target removed from the official list of ASX, and quotation of Target Shares on the ASX terminated, with effect on and from the close of trading on the Trading Day immediately following the Implementation Date (unless otherwise directed by Bidder in writing); and

(x) (**other things**) do all other things contemplated by, or necessary or desirable to lawfully give effect to, the Scheme and the orders of the Court approving the Scheme.

4.3 **Bidder's obligations**

Bidder must take all reasonably necessary steps to assist Target to implement the Transaction as expeditiously as practicable and use all reasonable endeavours to do so in accordance with the Timetable, including taking each of the following steps:

For personal use only

(a) (**Bidder Material**)

(i) as expeditiously as practicable and in reasonable time to allow Target to prepare the Scheme Booklet in accordance with its obligations under this deed, prepare and provide to Target the Bidder Material for inclusion in the Scheme Booklet in accordance with all applicable laws, relevant ASIC Regulatory Guides (including ASIC Regulatory Guide 60), Takeovers Panel policy and guidance notes and the ASX Listing Rules; and

(ii) provide Target with drafts of the Bidder Material in a timely manner and, acting reasonably and in good faith, consider any reasonable comments provided by or on behalf of Target;

(b) (**keep Target informed regarding Bidder Material**)

(i) promptly inform Target in writing if it becomes aware that the Bidder Material (or any part of it) is or has become misleading or deceptive in any material respect (including because of any material omission) or otherwise does not comply with all applicable laws, relevant ASIC Regulatory Guides (including ASIC Regulatory Guide 60), Takeovers Panel policy and guidance notes and the ASX Listing Rules; and

(ii) promptly give to Target any further information reasonably required by Target before the date of the Scheme Meeting to ensure that the Scheme Booklet is not, having regard to applicable disclosure requirements, false, misleading or deceptive in any material respect (including because of any material omission) and complies with all applicable laws, relevant ASIC Regulatory Guides (including ASIC Regulatory Guide 60), Takeovers Panel policy and guidance notes and the ASX Listing Rules;

(c) (**due diligence and verification**) undertake appropriate due diligence and verification processes in relation to the Bidder Material and, after those processes have been completed, provide on or before the First Court Date an affidavit to the Court confirming the due diligence and verification processes undertaken and their completion;

(d) (**confirmation of Bidder Material**) subject to Target complying with clause 4.2(f), promptly after written notice from Target, provide written consent to Target to the inclusion of the Bidder Material in the Scheme Booklet (or any supplementary disclosure to Target Shareholders in respect of the Transaction), in the form and context in which the Bidder Material appears;

(e) (**Independent Expert's Report**) provide all assistance and information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report;

(f) (**review of Scheme Booklet**) as soon as reasonably practicable after receiving them, review the drafts of the Scheme Booklet prepared by Target and provide comments on those drafts (acting reasonably and in good faith);

(g) (**liaison with ASIC and ASX**) provide reasonable assistance to Target to assist Target to resolve any matter raised by ASIC or ASX regarding the Scheme Booklet (or any supplementary disclosure to Target Shareholders in respect of the Transaction) or the Transaction;

(h) (**approval of Scheme Booklet**) as soon as reasonably practicable after the conclusion of the review by ASIC of the Scheme Booklet, procure that a meeting

For personal use only

of the Bidder Board is held to consider approving the Bidder Material contained in the Scheme Booklet as being in a form appropriate for dispatch to Target Shareholders, subject to the making of an order by the Court under section 411(1) of the Corporations Act;

(i) (**representation**) procure that it is represented by counsel at the Court hearings convened for the purposes of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act;

(j) (**Court documents**) as soon as reasonably practicable after receiving them, review the draft Court documents prepared by Target and provide comments on those drafts (acting reasonably and in good faith);

(k) (**Deed Poll**) by no later than the Business Day prior to the First Court Date, duly execute and deliver to Target the Deed Poll;

(l) (**certificates**) before 8.00 am on the Second Court Date, provide the Court and Target with certificates in accordance with clause 3.7;

(m) (**Scheme Consideration**) if the Scheme becomes Effective, provide or procure the provision of the Scheme Consideration on the Implementation Date, in accordance with the Scheme and the Deed Poll;

(n) (**share transfer**) if the Scheme becomes Effective:

(i) accept a transfer of the Scheme Shares as contemplated by clause 2.3(a); and

(ii) execute instruments of transfer in respect of the Scheme Shares;

(o) (**compliance with laws**) do everything reasonably within its power to ensure that all transactions contemplated by this deed are effected in accordance with all applicable laws and regulations; and

(p) (**other things**) do all other things contemplated by, or necessary or desirable to lawfully give effect to, the Scheme and the orders of the Court approving the Scheme.

4.4 **Scheme Booklet content and responsibility statements**

(a) Bidder and Target agree the Scheme Booklet must include a responsibility statement in a form to be agreed by the parties which will contain words to the effect that:

(i) Target has provided, and is responsible for, the Target Material, and that to the extent permitted by law, Bidder does not assume any responsibility or liability for the accuracy or completeness of that information, but Target does take responsibility and liability for that information; and

(ii) Bidder has provided, and is responsible for, the Bidder Material, and that to the extent permitted by law, Target does not assume any responsibility or liability for the accuracy or completeness of that information, but Bidder does take responsibility and liability for that information.

(b) If Bidder and Target are unable to agree on the form and content of the Scheme Booklet (or any supplementary disclosure to Target Shareholders in respect of the Transaction), Bidder and Target shall consult in good faith to try to settle the agreed form of the Scheme Booklet or supplementary disclosure. If complete

For personal use only

agreement is not reached after a reasonable period of consultation (and in any event, five Business Days), then:

(i) if the disagreement relates to the form or content of the Bidder Material (or any information solely derived from, or prepared solely in reliance on, the Bidder Material or otherwise relating to the Bidder's intentions regarding Target or arrangements that will operate after implementation of the Scheme), Bidder will, acting reasonably and in good faith, make the final determination as to the form and content of that information in the Scheme Booklet; and

(ii) in any other case, Target will, acting reasonably and in good faith, decide the final form of that information in the Scheme Booklet.

4.5 **Conduct of Court proceedings**

(a) Each of Target and Bidder are entitled to separate representation at all Court proceedings relating to the Scheme.

(b) Neither party has any authority, right or power to give any undertaking to the Court for or on behalf of the other party without that other party's written consent. However, each party must give any undertakings to the Court that are reasonably required in order to obtain Court approval of the Scheme under section 411(4)(b) of the Corporations Act as contemplated by this deed.

(c) Each party must defend, or procure the defence of, any lawsuit or other legal proceeding brought against it (or any of its subsidiaries) challenging this deed or completion of the Scheme, unless Target has in good faith determined that such action is not in the best interests of the Target Shareholders.

5. Target Board recommendations and voting

Target must use reasonable endeavours to procure that Target's directors maintain the recommendation referred to in clause 4.2(a)(i) and the intention referred to in clause 4.2(a)(ii) until the Implementation Date and repeat this recommendation and voting intention statement in all public announcements in connection with the Transaction, unless:

(a) the Target Board, acting in good faith and after consulting with Target's legal advisers, determines that maintaining the recommendation referred to in clause 4.2(a)(i) would be likely to breach the directors' fiduciary or statutory obligations;

(b) the Target Board determines that a Competing Proposal received by Target is a Superior Proposal or announces the receipt of a Superior Proposal;

(c) the Independent Expert concludes (either in its initial Independent Expert's Report or in any written update, revision, amendment, addendum or supplementary reports to it) that the Scheme is not in the best interests of Target Shareholders, or the Independent Expert withdraws its Independent Expert's Report prior to 5.00 pm on the day before the Second Court Date; or

(d) in the case of the recommendation referred to in clause 4.2(a)(i), the Court, ASIC or the Takeovers Panel orders, requires, requests or otherwise indicates it would be desirable for a director to withdraw, or abstain from making, their recommendation,

For personal use only

provided in each case, Target has complied with its obligations under clause 9. For the purposes of this deed, if a Competing Proposal is publicly announced in respect of Target, the release by Target of one or more Announcements to the effect that Target Shareholders should take no action while the Target Board considers its response will not (in and of itself) be regarded as a failure of Target directors to maintain the recommendation referred to in clause 4.2(a)(i) and the voting intention referred to in clause 4.2(a)(ii).

6. Pre-implementation obligations

6.1 Conduct of business

Subject to clause 6.2, during the Exclusivity Period, Target must (and must procure that each member of the Target Group):

(a) conduct its business and operations in the ordinary course consistent with past practice and in substantially the same manner (subject to any applicable law) as have been conducted in the 12 months before the date of this deed;

(b) comply in all material respects, with all material contracts to which it is a party, and use reasonable endeavours to preserve its relationship with its existing financiers, suppliers, landlords, Government Agencies and others having business dealings with it;

(c) use reasonable endeavours to retain the services of its key officers and employees;

(d) have and maintain all material Authorisations necessary for Target Group to conduct its business, and comply in all material respects with laws, regulations (including the Listing Rules) and Authorisations applicable to it and all orders of Government Agencies having jurisdiction over it;

(e) use reasonable endeavours to maintain and preserve the value of its business (including goodwill) and assets consistent with past practices and maintain at least its current level of insurance; and

(f) ensure that no Target Prescribed Event or Target Regulated Event occurs and there is no occurrence within any member of the Target Group's reasonable control that would have a Target Material Adverse Effect.

6.2 Exceptions

Clause 6.1 does not apply to any action which:

(a) is a Permitted Event; or

(b) is reasonably and prudently required to respond to any epidemic, pandemic, hurricane, earthquake, flood, weather conditions, calamity or other natural disaster, act of God or other force majeure event (or any worsening of or recovery from any of the foregoing), provided that, to the extent reasonably practicable, Target has consulted with Bidder in good faith in respect of the proposal to take such action or not take such action (as applicable) and considers any reasonable comments or requests of Bidder in relation to such proposal in good faith.

6.3 Access to information

(a) Subject to clause 6.3(b), during the Exclusivity Period, the Target Group will make available to the Bidder Group, its officers and advisers:

For personal use only

(i) premises and documents, records, other information and senior executives, as reasonably requested by the Bidder Group and afford the Bidder Group reasonable co-operation; and

(ii) monthly financial management accounts or other material reports in relation to the Target's business that are provided to the Target's directors or the executive management team,

for the purposes of:

(iii) Implementation of the Scheme;

(iv) any Regulatory Approvals;

(v) Bidder developing and understanding the operations, business, financial position and affairs of the Target Group and implementing plans for transition of the business of the Target Group to Bidder following implementation of the Transaction;

(vi) keeping Bidder informed of any material developments relating to the Target Group's business, including matters raised by any Government Agency and the matters referred to in clause 6.1; and

(vii) any other purpose which is agreed in writing between the parties.

(b) Target and Bidder acknowledge and agree that:

(i) nothing in this clause 6.3 or elsewhere in this deed:

(A) requires Target to act at the direction of Bidder;

(B) gives Bidder any rights as to the decision making of Target;

(C) gives Bidder any rights to undertake further due diligence; or

(D) requires Target to provide information concerning its directors' and management's consideration of the Transaction or, except as required under clause 10, any actual, proposed or potential Competing Proposal;

(ii) information or access need not be provided if:

(A) it would result in unreasonable disruptions to, or interference with, or burden on, the Target Group's business;

(B) in the reasonable opinion of Target, it is:

(aa) commercially sensitive;

(bb) subject to an existing confidentiality obligation to a third party;

(cc) would require a party to make further disclosures to any other entity or to a Government Agency;

(dd) would result in Target breaching any law or regulation; or

(ee) require a party to make any disclosure that would compromise legal privilege; and

For personal use only

(iii) information provided shall be subject to the Confidentiality Deed and all applicable laws or requirements of any Government Agency.

6.4 Change of control consents

As soon as practicable after the date of this deed, Target must work with Bidder to seek to identify any consents, waivers, approvals or notifications that need to be sought in to permit the change in control of Target Group as a result of the Scheme:

(a) under any material contracts (including any lease) to which a member of Target Group is a party; and

(b) under any Authorisations of any member of the Target Group which are required to operate that Target Group member's business as operated as at the date of this deed,

and use reasonable endeavours to agree a strategy with Bidder to obtain those consents, waivers, approvals or notifications and use reasonable endeavours to then seek those consents, waivers, approvals or notifications (as required) in accordance with the agreed strategy.

7. Directors and officers

7.1 Board composition

Target must, as soon as practicable on the Implementation Date, take all actions necessary, in accordance with the constitution of Target, the Corporations Act and the ASX Listing Rules, to:

(a) effect the appointment of each of the persons nominated by Bidder as new directors of the Target Board; and

(b) procure that all directors of the Target Board, other than the directors appointed under clause 7.1(a) or as otherwise directed by Bidder in writing:

(i) resign, effective from the Implementation Date; and

(ii) unconditionally and irrevocably release Target from any claims they may have against Target in connection with their office as director,

subject to:

(iii) the Scheme Consideration being issued; and

(iv) receipt by Target of duly signed consents to act from each nominated director before the Record Date.

7.2 Limitations

Bidder acknowledges that the release given in accordance with clause 7.1(b) will not limit the right of the relevant person to make a Claim against a member of the Target Group under:

(a) a rule in the constitution of the member requiring the member to indemnify its directors and officers against any liability incurred by that person in their capacity as a director or officer of the member;

(b) any deed of indemnity, access and insurance made by the member of the Target Group in favour of its directors and officers; or

For personal use only

(c) in the case of a resigning director who is also an employee of a member of the Target Group, the resigning director's employment contract.

7.3 **Deeds of insurance and indemnity**

(a) Subject to the Scheme becoming Effective, Bidder undertakes in favour of Target and each other person who is a Target Indemnified Party that it will:

(i) for a period of seven years after the Implementation Date, ensure that the constituent documents of Target and each other member of the Target Group continue to contain such rules as are contained in those constituent documents at the date of this deed that provide for each company to indemnify, to the fullest extent permitted by law, each of its directors and officers against any liability incurred by that person in their capacity as a director or officer of the company to any person other than a member of the Target Group; and

(ii) procure that Target and each other member of the Target Group complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time.

(b) Notwithstanding any other provision of this deed, subject to the Scheme becoming Effective, Target may prior to the Implementation Date, effect a seven year, non-cancellable, fully-paid directors' and officers' runoff insurance policy (**D&O Run-off Policy**) with the same or substantially the same scope and terms as existing insurance policies in place for its directors or officers at the date of this deed (other than that the policy limit will apply to the stretched policy period rather than annually) and any actions to facilitate that insurance or in connection with such insurance will not have a Target Material Adverse Effect, or be a Target Prescribed Event or Target Regulated Event or a breach of any provision of this deed, provided that:

(i) Target must use all reasonable endeavours to ensure that the costs associated with the D&O Run-off Policy are reasonable having regard to current market conditions;

(ii) Target keeps Bidder informed of progress in relation to the D&O Run-off Policy and provides Bidder with all information reasonably requested by Bidder in connection with the placing, or progress, of the D&O Run-off Policy; and

(iii) such policy shall include a term that the policy cannot be cancelled unless the insured persons each consent in writing to the cancellation.

7.4 **Releases**

(a) Subject to clause 7.4(b), each party releases all rights against, and agrees that it will not make any claim (including any Claim), against the respective past or present directors, officers and employees of each of the other party and the other party's subsidiaries as at the date of this deed and from time to time in relation to:

(i) any information provided in relation to the Transaction;

(ii) any failure to provide information in relation to the Transaction; or

(iii) the Transaction and any provision of this deed, including any breach of any representations, covenants and warranties of the other party in this deed,

For personal use only

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except to the extent that the relevant director, officer or employee has engaged in wilful misconduct or fraud.

(b) This clause is subject to restrictions in the Corporations Act (including section 199A of the Corporations Act) and in any other applicable law, and will be read down accordingly.

(c) This clause operates as a deed poll in favour of, and for the benefit of, each director, officer and employee of each party and may be relied on and enforced by each such director, officer and employee in accordance with its terms even though the director, officer or employee is not named as a party to this deed.

8. Confidentiality and announcement

8.1 Information provided subject to confidentiality obligation

All information provided under or in connection with this deed is subject to the terms of the Confidentiality Deed which continues to have full force and effect subject to this deed.

8.2 Announcement of execution

Immediately following execution of this deed (or as otherwise agreed by Target and Bidder), Target must make an Announcement in the form agreed between Target and Bidder, on Target's ASX announcement platform in respect of the Transaction, and the Announcement will attach a copy of this deed (save for the redaction of any commercially sensitive material in this deed, as agreed by the parties).

8.3 No Announcement

Neither Target nor Bidder may make an Announcement relating to the Transaction or otherwise relating to the subject matter of this deed or the Transaction unless the Announcement or publication:

(a) is required by this deed;

(b) has the prior approval of the other party; or

(c) is required to be made by any applicable law or the ASX Listing Rules.

8.4 Consultation on Announcements

(a) If Target or Bidder is permitted to make an Announcement under clause 8.3, it may do so only after:

(i) giving the other party such written notice as is reasonably practicable in the circumstances of its intention to make the Announcement;

(ii) consulting with the other party as to the form and content of that Announcement (and after having taken all reasonable steps to restrict disclosure of information to which confidentiality obligations apply, to the greatest extent possible); and

(iii) providing the other party with a draft of the Announcement and an opportunity to comment on the contents of the draft Announcement and taking into account any reasonable comments made by the other party.

(b) For the avoidance of doubt, nothing in this clause 8.4 requires the giving of prior notice or the taking of any action if doing so would lead to a party breaching an applicable law or the ASX Listing Rules.

For personal use only

For personal use only

8.5 **Excluded Announcements**

Clauses 8.3 and 8.4 do not apply to any Announcement relating to:

(a) a Competing Proposal; or

(b) the termination of this deed in accordance with its terms.

9. Exclusivity

9.1 **Existing discussions**

Target represents and warrants that, as at the date of this deed:

(a) it is not party to any agreement or arrangement with any Third Party entered into for the purposes of facilitating a Competing Proposal;

(b) it is not, directly or indirectly, participating in any discussions or negotiations with a Third Party that concern, or that could be reasonably expected to lead to, a Competing Proposal; and

(c) any due diligence access granted to any Third Party for the purposes of such Third Party making, formulating, developing or finalising, or assisting in the making, formulation, development or finalisation of, a Competing Proposal has been terminated.

9.2 **No-shop, no-talk and no-due diligence**

During the Exclusivity Period, Target must not (and must ensure that none of its related bodies corporate or Representatives, nor any other person on its behalf) directly or indirectly:

(a) (**no-shop**) solicit, encourage, initiate or invite any offer, enquiries, expressions of interest, discussions or proposals from any Third Party in relation to, or that may reasonably be expected to encourage or lead to, a Competing Proposal, or announce or communicate to any person any intention to do any of these things;

(b) (**no-talk**) subject to clause 9.3, negotiate, accept or enter into, participate in or continue any discussions or negotiations with a Third Party in relation to, or that may reasonably be expected to encourage or lead to, a Competing Proposal, or otherwise facilitate a Competing Proposal, or announce or communicate to any person any intention to do any of these things; or

(c) (**no-due diligence**) without limiting clause 9.2(b), and subject to clause 9.3, disclose, make available to any Third Party, or cause or permit any Third Party to receive, any non-public information relating to Target or any of its related bodies corporate that may reasonably be expected to assist such Third Party in formulating, developing or finalising a Competing Proposal or communicate to any person any intention to do any of these things.

9.3 **Fiduciary exception**

The restrictions in clauses 9.2(b) and 9.2(c) do not:

(a) apply in respect of a Competing Proposal where:

(i) there has not been any breach of clause 9.2(a) in respect of a Competing Proposal; and

(ii) the Target Board, acting in good faith and after consulting with Target's financial and legal advisers, determines that such Competing Proposal is,

For personal use only

or may reasonably be likely to constitute, a Superior Proposal if it were proposed and that failing to respond to such Competing Proposal would be reasonably likely to constitute a breach of the fiduciary duties or statutory obligations of the Target Board; and

(b) prevent Target disclosing non-public information to its auditors or advisers, or a Government Agency or regulatory body in the ordinary course of its business or as required under Target's existing contractual obligations provided it is not done in a manner which is intended to circumvent the intent of this clause 9.

10. Notification and matching rights

10.1 Initial notification

(a) If, during the Exclusivity Period:

(i) Target or any of its related bodies corporate or Representatives receives a Competing Proposal; and

(ii) Target proposes to take or takes any action in reliance on the exception in clause 9.3 (other than clause 9.3(b)),

Target must as soon as reasonably practicable (and in any event within one Business Day after receiving a Competing Proposal) give Bidder an Approach Notice in relation to the Competing Proposal.

(b) Bidder agrees that any information received under clause 10.1(a) shall be confidential information and subject to the terms of the Confidentiality Deed.

10.2 Matching right

(a) If, during the Exclusivity Period, the Target Board determines that a Competing Proposal is a Superior Proposal, Target must as soon as practicable (and in any event within two clear Business Days of making that determination) give Bidder a Matching Right Notice.

(b) During the Exclusivity Period, Target:

(i) must not enter into, or agree to enter into, any binding documentation to give effect or implement the Competing Proposal; and

(ii) must use its best endeavours to ensure that no director of Target makes any public statement recommending the Competing Proposal to Target Shareholders,

unless:

(iii) the Target Board (or a majority of them), acting in good faith and after consulting with Target's financial and legal advisers, determines that such Competing Proposal is, or may reasonably be likely to constitute, a Superior Proposal and that failing to respond to such Competing Proposal would be reasonably likely to constitute a breach of the fiduciary duties or statutory obligations of the Target Board;

(iv) Target has provided Bidder with a Matching Right Notice;

(v) Target has given Bidder at least five clear Business Days after the date that Target gives Bidder the Matching Right Notice (**Matching Period**) to announce or otherwise propose or provide to Target an alternative

proposal with a view to providing an equivalent or a superior outcome for the Target Shareholders than those offered under the relevant Competing Proposal (**Counter Proposal**); and

(vi) Bidder has not announced or otherwise proposed or provided to Target such Counter Proposal by the expiry of the Matching Period.

(c) If, during the Matching Period, Bidder makes a Counter Proposal:

(i) Target must use its best endeavours to procure that the Target Board promptly considers the Counter Proposal in good faith before entering into, or agreeing to enter into, any binding documentation to give effect to or implement the Competing Proposal; and

(ii) if the Target Board acting in good faith determines that the terms and conditions of the Counter Proposal taken as a whole would provide an equivalent or superior outcome to Target Shareholders than those in the relevant Competing Proposal, then:

(A) Target must as soon as reasonably practicable notify Bidder of the determination in writing;

(B) the parties must use their reasonable endeavours to agree any amendments to this deed and enter into such documentation as is necessary to give effect to and implement the Counter Proposal as soon as reasonably practicable; and

(C) Target must use its best endeavours to procure that each director of Target makes a public statement recommending the Counter Proposal to its shareholders, subject to any exceptions in clause 5 (as they apply to the Counter Proposal).

(d) If the Target Board acting in good faith determines that the terms and conditions of the Counter Proposal taken as a whole would not provide an equivalent or superior outcome to Target Shareholders than those in the relevant Competing Proposal, then Target must as soon as reasonably practicable, notify Bidder of the determination in writing.

(e) Each new Competing Proposal or any material change to the terms of a Competing Proposal will be taken to constitute a new Competing Proposal in respect of which Target must separately comply with its obligations under clauses 10.2(a) to 10.2(c) (inclusive).

10.3 **Target Board determination**

Despite any provision in this deed, any Announcement by Target or the Target Board to the effect that:

(a) the Target Board has determined that a Competing Proposal is a Superior Proposal and commenced the matching right process set out in clause 10.2; or

(b) Target Shareholders should take no action pending the completion of the matching right process set out in clause 10.2,

does not, of itself:

(c) constitute a change, withdrawal, modification or qualification of the recommendation by the Target Board or an endorsement of a Competing Proposal;

For personal use only

(d) contravene this deed; or

(e) give rise to a termination right under clause 12.

11. Break Fee and Reverse Break Fee

11.1 Background

(a) Bidder and Target acknowledge that, if they enter into this deed and the Transaction is subsequently not implemented, each party (or their related bodies corporate) will incur significant costs, including those set out in clause 11.5.

(b) In the circumstances referred to in clause 11.1(a), each party has requested from the other party that provision be made for the payments outlined in clauses 11.2 and 11.3 (as applicable), without which neither of them would have entered into this deed or otherwise agreed to implement the Transaction.

(c) Each party acknowledges that the implementation of the Transaction will provide benefits to it and its shareholders such that it is appropriate for them to agree to the payments referred to in clauses 11.2 and 11.3 (as applicable) in order to secure the other party's participation in the Transaction.

11.2 Break Fee triggers

Target undertakes to pay Bidder the Break Fee without withholding (other than a withholding required to be made by law) or set off if:

(a) (**change of recommendation or voting intention statement**) during the Exclusivity Period, any Target director:

(i) does not recommend the Scheme or withdraws or adversely modifies an earlier recommendation, or approves, recommends or makes an announcement in support of a Competing Proposal, or announces an intention to do any of these acts; or

(ii) does not state that he or she intends to vote any Target Shares that he or she directly or indirectly owns or controls in favour of the Scheme at the Scheme Meeting or withdraws or adversely modifies an earlier statement that they intend to vote in favour of the Scheme at the Scheme Meeting,

and Bidder has terminated this deed in accordance with clause 12.2(a), except:

(iii) where Target has terminated this deed under clause 12.1; or

(iv) in circumstances contemplated in clauses 5(c) (other than where the conclusion or withdrawal is due (in whole or in part) to a Superior Proposal being announced) or 5(d);

(b) (**Competing Proposal**) during the Exclusivity Period a Competing Proposal is publicly announced, made or becomes open for acceptance and the proponent of that Competing Proposal (either alone or together with any Associates of the proponent of that Competing Proposal), within nine months of the Competing Proposal being publicly announced, being received by Target or becomes open for acceptance (whichever is earliest), acquires voting power of (or economic interest in) more than 50% of all Target Shares and that Competing Proposal is, or becomes, free from any conditions (or if the Competing Proposal is a scheme of arrangement, the scheme becomes effective); or

For personal use only

(c) (**termination by Bidder**) Bidder has validly terminated this deed in accordance with clauses 12.1(c) or 12.1(d).

For the avoidance of doubt, if a Competing Proposal is publicly announced during the Exclusivity Period, the release by Target of one or more Announcements in accordance with clause 5 will not (in and of itself) trigger an obligation for Target to pay Bidder the Break Fee under this clause 11.2.

11.3 **Reverse Break Fee triggers**

Bidder undertakes to pay Target the Reverse Break Fee without withholding (other than a withholding required to be made by law) or set off, if Target has validly terminated this deed pursuant to clauses 12.1(c) or 12.1(d).

11.4 **Payment of Break Fee and Reverse Break Fee**

(a) A demand by a party for payment of the Break Fee under clause 11.2 or Reverse Break Fee under clause 11.3 must:

(i) be in writing;

(ii) be made after the occurrence of the event in clause 11.2 or clause 11.3 giving rise to the right to the payment of the Break Fee or Reverse Break Fee (as applicable);

(iii) state the circumstances which give rise to the demand; and

(iv) nominate an account into which the payee is to pay the Break Fee or Reverse Break Fee (as applicable).

(b) Target must pay the Break Fee into the account nominated by Bidder within 20 Business Days after receiving a demand for payment under clause 11.4(a) where Bidder is entitled under clause 11.2 to the Break Fee.

(c) Bidder must pay the Reverse Break Fee into the account nominated by Target within 20 Business Days after receiving a demand for payment under clause 11.4(a) where Target is entitled under clause 11.3 to the Reverse Break Fee.

11.5 **Basis of Break Fee and Reverse Break Fee**

The payment by a party of the Break Fee under clause 11.2 or the Reverse Break Fee under clause 11.3 (as applicable) has been calculated to compensate the other party for costs and expenses incurred by them, including the following:

(a) fees for legal, financial and other professional advice in planning and implementing the Transaction (excluding success fees);

(b) reasonable opportunity costs incurred in engaging in the Transaction or in not engaging in other alternative acquisitions or strategic initiatives;

(c) costs of management and directors' time in planning and implementing the Transaction; and

(d) out of pocket expenses incurred by the party and its employees, advisers and agents in planning and implementing the Transaction,

and the parties agree that:

(e) the costs actually incurred by each party will be of such a nature that they cannot all be accurately ascertained; and

For personal use only

(f) each of the Break Fee and Reverse Break Fee is a genuine and reasonable pre-estimate of those costs, and each party represents and warrants to the other party that it has received legal advice from its legal advisers in relation to the operation of this clause 11.

11.6 **Payment conditions**

(a) No amount is payable by either party under this clause 11 if the Scheme becomes Effective, notwithstanding the occurrence of an event in clause 11.2 or clause 11.3, and any amount paid under this clause 11 in circumstances where the Scheme becomes Effective is immediately repayable by the payee.

(b) Notwithstanding anything else in this deed, an amount payable by a party under this clause 11 is payable only once.

(c) For the avoidance of doubt, but without limiting clause 11.2, the Break Fee will not be payable merely because the Scheme is not approved by the Target Shareholders at the Scheme Meeting.

11.7 **Other Claims**

(a) Subject to clause 11.8 and in the absence of fraud, the maximum aggregate amount that Target is required to pay in relation to this deed (including any breach of this deed) is the Break Fee and in no event will the aggregate liability of Target in connection with this deed exceed the Break Fee. Notwithstanding any clause in this deed, if an amount is paid by Target under clause 11.2, that amount is received by Bidder in complete settlement of any and all Claims that Bidder may have against Target in respect of the Transaction or in connection with this deed.

(b) Subject to clauses 11.7(c) and 11.8, and in the absence of fraud, the maximum aggregate amount that Bidder is required to pay in relation to this deed (including any breach of this deed) is the Reverse Break Fee and in no event will the aggregate liability of Bidder in connection with this deed exceed the Reverse Break Fee. Notwithstanding any clause in this deed other than clause 11.7(b), if an amount is paid by Bidder under clause 11.3, that amount is received by Target in complete settlement of any and all Claims that Target may have against Bidder in respect of the Transaction or in connection with this deed.

(c) Nothing under this clause 11 or otherwise will limit:

(i) Bidder's liability or obligations under the Deed Poll; or

(ii) a party's or a Scheme Shareholder's ability to apply to a court for specific performance or injunctive relief.

11.8 **Compliance with law**

(a) If the Takeovers Panel or a court of competent jurisdiction determines that an amount paid or payable under clause 11.2 or clause 11.3 (as applicable) is an Impugned Amount and:

(i) the period for lodging an application for review or a notice of appeal of that decision has expired without such application or notice having been lodged; or

(ii) an application for review or a notice of appeal has been lodged with the Takeovers Panel or a court within the prescribed period and the relevant

For personal use only

review panel or court also determines that the amount is an Impugned Amount,

then:

(iii) the undertaking under clause 11.2 or clause 11.3 (as applicable) does not apply to the extent of the Impugned Amount; and

(iv) if a party has been paid an Impugned Amount under this deed, it must refund that Impugned Amount to the payee within 10 Business Days of the expiry of the period referred to in 11.8(a)(i) or the determination referred to in 11.8(a)(ii) (as applicable).

(b) The parties must not make or cause to be made, any application to the Takeovers Panel or a court of competent jurisdiction for or in relation to a declaration or other order that an amount paid or payable under clause 11.2 or clause 11.3 (as applicable) is an Impugned Amount.

12. Termination

12.1 Termination by either party

Bidder or Target (the **Terminating Party**) may terminate this deed by notice in writing to the other party:

(a) if the Scheme has not become Effective on or before the End Date;

(b) in accordance with clause 3.9;

(c) if at any time before 8.00 am on the Second Court Date, the other party (the **Defaulting Party**) commits a breach of this deed (including a representation and warranty) and:

(i) the breach is material taken in the context of the Transaction as a whole;

(ii) the Terminating Party has given the Defaulting Party written notice setting out the relevant circumstances giving rise to the breach, and stating an intention to terminate this deed unless the breach is remedied; and

(iii) the relevant circumstances giving rise to the breach are not remedied to the Terminating Party's reasonable satisfaction by the earlier of:

(A) five Business Days after the date of the notice given by the Terminating Party under clause 12.1(c)(ii); or

(B) 5.00 pm on the Business Day before the Second Court Date;

(d) if an Insolvency Event occurs in relation to the other party; or

(e) if agreed to in writing by Target and Bidder.

12.2 Termination by Bidder

Bidder may terminate this deed by giving notice in writing to Target at any time before 8.00 am on the Second Court Date if:

(a) any Target director:

(i) does not recommend the Scheme or withdraws or adversely modifies an earlier recommendation (other than as permitted under clause 5(d)), or

For personal use only

approves, recommends or makes an announcement in support of a Competing Proposal, or announces an intention to do any of these acts; or

(ii) does not state that he or she intends to vote any Target Shares that he or she directly or indirectly owns or controls in favour of the Scheme at the Scheme Meeting or withdraws or adversely modifies an earlier statement that they intend to vote in favour of the Scheme at the Scheme Meeting (other than as permitted under clause 5(d)); or

(b) Target or a member of the Target Group enters into a definitive agreement in relation to the implementation of a Competing Proposal.

12.3 **Termination by Target**

Target may terminate this deed by giving notice in writing to Bidder at any time before 8.00 am on the Second Court Date if:

(a) the Independent Expert concludes (either in its initial Independent Expert's Report or in any written update, revision, amendment, addendum or supplementary reports to it) that the Scheme is not in the best interests of Target Shareholders, or the Independent Expert withdraws its Independent Expert's Report, other than where such conclusion or withdrawal is due (in whole or in part) to a Superior Proposal being proposed or announced; or

(b) Target receives a Competing Proposal and the Target directors (or a majority of them) acting in good faith after having consulted with its legal and financial advisers, have determined that the Competing Proposal constitutes a Superior Proposal, subject to Target having followed the processes set out in clause 10.

12.4 **Effect of termination**

If a party terminates this deed in accordance with this clause 12, this deed will cease to have force and effect without any liability or obligation on the part of any party, except that:

(a) this clause 12 (*Termination*), and clauses 1 (*Interpretation*), 7.3(b)(iii) (*Releases*), 8 (*Confidentiality and Announcement*), 10.3 (*Break Fee and Reverse Break Fee*), 13 (*Representations and warranties*), 14 (*Indemnities*), 15 (*GST*), 16 (*Notices*) and 17 (*General*) will survive termination and remain in force; and

(b) each party will retain any rights it has or may have against the other party in respect of any past breach of this deed, including in respect of the breach giving rise to termination.

12.5 **Notice of termination**

Where a party has a right to terminate this deed, that right for all purposes will be validly exercised if the party delivers a notice in writing to the other party stating that it terminates this deed and the provision under which it terminates this deed.

12.6 **Remedies**

(a) The parties acknowledge and agree that damages may not be a sufficient remedy for breach of this deed. Specific performance, injunctive relief or any other remedies which would otherwise be available in equity or law are available as a remedy for a breach or threatened breach of this deed by any party, notwithstanding the ability of any party to terminate this deed or seek damages for such a breach or threatened breach.

For personal use only

(b) To avoid doubt, clause 12.6(a) is subject to clause 11.7.

13. Representations and warranties

13.1 Target Representations and Warranties

Target represents and warrants to Bidder (on its own behalf and separately as trustee for each of the other Bidder Indemnified Parties) that:

(a) (**status**) it, and each member of the Target Group, is a validly existing corporation registered under the laws of the place of its incorporation;

(b) (**power**) it, and each member of the Target Group, has full legal capacity and power to:

(i) own its property and to carry on its business; and

(ii) in respect of Target only, enter into this deed and carry out the transactions that this deed contemplates in accordance with its terms;

(c) (**corporate authority**) it has taken all corporate action that is necessary or desirable to authorise it entering into this deed and carrying out the transactions that this deed contemplates in accordance with its terms;

(d) (**Authorisations**) subject to obtaining any Authorisations to implement the Transaction as provided in this deed, it holds each Authorisation that is necessary or desirable to:

(i) enable it to properly execute this deed and to carry out the transactions that this deed contemplates in accordance with its terms;

(ii) ensure that this deed is legal, valid, binding and admissible in evidence; and

(iii) enable it to properly carry on its business,

and it is complying with any conditions to which any such Authorisation is subject;

(e) (**deed effective**) this deed constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms;

(f) (**no contravention**) neither its execution of this deed nor the carrying out by it of the transactions that this deed contemplates in accordance with its terms, does or will contravene:

(i) any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;

(ii) any Authorisation held by it;

(iii) any undertaking or instrument binding on it or any of its property; or

(iv) its constituent documents;

(g) (**no Insolvency Event**) neither it nor any member of the Target Group is affected by an Insolvency Event;

(h) (**not representative capacity**) it is not entering into this deed as trustee of any trust or settlement or otherwise in a representative capacity;

For personal use only

(i) (**information provided to the Independent Expert**) all information provided by it to the Independent Expert will be provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report for inclusion in the Scheme Booklet;

(j) (**new information**) it will, as a continuing obligation (but in respect of Bidder Material, only to the extent that Bidder provides Target with updates to Bidder Material), ensure that the Scheme Booklet is updated or supplemented to include all further or new information which arises after the Scheme Booklet has been despatched to Target Shareholders until the date of the Scheme Meeting which is necessary to ensure that the Scheme Booklet is not misleading or deceptive in a material manner (including by way of omission);

(k) (**Target Due Diligence Information not false or misleading**) as at the DD Cut-off Time, Target has not knowingly:

(i) omitted to disclose information to Bidder, the disclosure of which might reasonably be expected to have resulted in Bidder not entering into this deed, or entering into it on materially different terms;

(ii) omitted anything from the Target Due Diligence Information that would make any part of that information false or misleading in any material respect; or

(iii) included anything false, misleading or deceptive in any material respect in the Target Due Diligence Information (including by omission);

(l) (**Target Due Diligence Information**) it has collated and made available to Bidder and its Representatives the Target Due Diligence Information in good faith for the purposes of Bidder and its Representatives undertaking due diligence in Target Group;

(m) (**Scheme Booklet not false or misleading**) as at the date of the Scheme Booklet and on the Second Court Date, the Scheme Booklet (other than the Bidder Material and the Independent Expert's Report) as updated in any supplementary disclosure to Target Shareholders in respect of the Transaction:

(i) is true and correct in all material respects and does not contain any material statement which is false or misleading in any material respect (including because of any material omission) having regard to applicable disclosure requirements; and

(ii) complies in all material respects with all applicable laws, relevant ASIC Regulatory Guides (including ASIC Regulatory Guide 60), Takeovers Panel policy and guidance notes and the ASX Listing Rules;

(n) (**continuous disclosure**) as at the date of this deed, so far as the Target Board is aware, Target is not in breach in any material respect of its continuous disclosure obligation under ASX Listing Rule 3.1 and, except for information contained in the Announcement to be made in accordance with clause 8.2, Target is not withholding disclosure of any information in reliance on ASX Listing Rule 3.1A;

(o) (**compliance**) Target and its wholly owned subsidiaries have complied in all material respects with all laws and regulations applicable to them and orders of Australian and other Government Agencies having jurisdiction over them

For personal use only

(disregarding any instances of non-compliance that individually and in aggregate, could not reasonably be expected to have a Target Material Adverse Effect);

(p) (**no default**)

(i) neither Target nor any of its wholly owned subsidiaries is in default in any material respect under any document, contract or agreement binding on it or its assets; and

(ii) so far as the Target Board is aware, nothing has occurred which is, or would with the giving of notice or lapse of time or both constitute, an event of default, a termination event, a prepayment event or similar event under any such document, contract or agreement,

which individually and in aggregate, could reasonably be expected to have a Target Material Adverse Effect;

(q) (**no litigation**) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or so far as Target is aware, threatened which, if adversely decided, could reasonably be expected to have a Target Material Adverse Effect;

(r) (**Target capital structure**) as at the date of this deed, Schedule 2 accurately records the total number and details of Target Shares and Target is not under any actual or contingent obligation to issue, convert or cancel any securities other than as listed in Schedule 2;

(s) (**material licences and permits**) the Target Group has all material licences and permits necessary for it to conduct its activities in the manner in which it is conducted as at the date of this deed;

(t) (**claims and royalties**) no member of the Target Group has any unpaid or outstanding claims or royalties (whether to a Government Agency or under a private treaty) or similar arrangements in respect of any asset in an amount exceeding, or reasonably likely to exceed, $400,000 (for the avoidance of doubt, this monetary threshold excludes any amounts to the extent they are contemplated in the Target Disclosure Material); and

(u) (**no other approvals necessary**) so far as the Target Board is aware, no consents, approvals or other acts by a Government Agency are necessary to effect implementation of the Transaction, other than the Regulatory Approvals.

13.2 **Bidder Representations and Warranties**

Bidder represents and warrants to Target (on its own behalf and separately as trustee for each of the other Target Indemnified Parties) that:

(a) (**status**) it is a validly existing corporation registered under the laws of the place of its incorporation;

(b) (**power**) it has full legal capacity and power to enter into this deed and carry out the transactions that this deed contemplates in accordance with its terms;

(c) (**corporate authority**) it has taken all corporate action that is necessary or desirable to authorise it entering into this deed and carrying out the transactions that this deed contemplates in accordance with its terms;

For personal use only

(d) (**Authorisations**) subject to obtaining any Authorisations to implement the Transaction as provided in this deed, it holds each Authorisation that is necessary or desirable to:

(i) enable it to properly execute this deed and to carry out the transactions that this deed contemplates in accordance with its terms; and

(ii) ensure that this deed is legal, valid, binding and admissible in evidence,

and it is complying with any conditions to which any such Authorisation is subject;

(e) (**deed effective**) this deed constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

(f) (**no contravention**) neither its execution of this deed nor the carrying out by it of the transactions that this deed contemplates in accordance with its terms, does or will contravene:

(i) any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;

(ii) any Authorisation held by it;

(iii) any undertaking or instrument binding on it or any of its property; or

(iv) its constituent documents;

(g) (**no Insolvency Event**) no member of the Bidder Group is affected by an Insolvency Event;

(h) (**not representative capacity**) it is not entering into this deed as trustee of any trust or settlement or otherwise in a representative capacity;

(i) (**information provided to the Independent Expert**) all information provided by it to the Independent Expert will be provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report for inclusion in the Scheme Booklet;

(j) (**new information**) it will, as a continuing obligation, provide to Target all further or new information which arises after the Scheme Booklet has been despatched to Target Shareholders until the date of the Scheme Meeting which is necessary to ensure that the Bidder Material is not misleading or deceptive in a material manner (including by way of omission);

(k) (**Bidder Material not false or misleading**) as at the date of the Scheme Booklet, and on the Second Court Date, the Bidder Material, as updated in any supplementary disclosure to Target Shareholders in respect of the Transaction:

(i) is true and correct in all material respects and does not contain any material statement which is false or misleading (including because of any material omission) having regard to applicable disclosure requirements; and

(ii) complies in all material respects with all applicable laws, relevant ASIC Regulatory Guides (including ASIC Regulatory Guide 60), Takeovers Panel policy and guidance notes and the ASX Listing Rules;

For personal use only

(l) (**unconditional cash reserves**) by 8.00 am on the Second Court Date and the Implementation Date, the Bidder Group will have available to it on an unconditional basis (other than, on the Second Court Date, conditions relating to the approval of the Court and other conditions within the sole control of the Bidder Group) sufficient cash reserves (whether from internal cash reserves or external funding arrangements, including equity and debt financing or a combination of both) to satisfy Bidder's obligations to pay the Scheme Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll; and

(m) (**no other approvals necessary**) so far as the Bidder Board is aware, no consents, approvals or other acts by a Government Agency are necessary to effect implementation of the Transaction, other than the Regulatory Approvals.

13.3 **Qualifications on representations and warranties**

(a) Each of the Target Representations and Warranties and the indemnity given in clause 14.1 are subject to all facts and matters that (and the Target Representations and Warranties will not be breached to the extent they) are, or relate to, a Permitted Event.

(b) Each of the Bidder Representations and Warranties and the indemnity given in clause 14.2 are subject to all facts and matters that (and the Bidder Representations and Warranties will not be breached to the extent they) are required or permitted by this deed or the Scheme.

13.4 **No representations made on economic or future matters**

Each party acknowledges and agrees that:

(a) each other party makes no representation or warranty other than as set out in this clause 13; and

(b) at no time has each other party made or given any representation or warranty in relation to the achievability of:

(i) any economic, fiscal or other interpretations or evaluations by it; or

(ii) future matters, including future or forecast costs, prices, revenues or profits.

13.5 **Reliance on Representations and Warranties**

(a) Each party acknowledges that each other party has executed this deed and agreed to take part in the transactions that this deed contemplates in reliance on the representations and warranties that are made in clauses 13.1 and 13.2.

(b) Each party acknowledges and confirms that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, other than the representations and warranties made by the parties in accordance with clauses 13.1 and 13.2, and (to the maximum extent permitted by law) all other representations, warranties and conditions implied by statute or otherwise in relation to any matter relating to this deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.

13.6 **When Representations and Warranties are given**

Unless stated to be given at a specific date or time in clauses 13.1 and 13.2, each representation and warranty given or made under clauses 13.1 and 13.2 is given:

For personal use only

(a) as at the date of this deed; and

(b) as at 5.00 pm on the Business Day immediately prior to the Second Court Date.

13.7 **Information on representations and warranties**

From the date of this deed and up to and including the Implementation Date, each party must promptly give to the other party details of any matter or occurrence which might reasonably make any representation and warranty given by the first mentioned party under this deed inaccurate in any material respect.

13.8 **Survival of representations and warranties**

Each representation and warranty given or made under clauses 13.1 and 13.2:

(a) is severable;

(b) survives the termination of this deed;

(c) is given with the intent that liability thereunder will not be confined to breaches which are discovered prior to the date of termination of this deed;

(d) is to be construed independently of all other representations and warranties given or made under clauses 13.1 and 13.2 (as applicable); and

(e) is not limited by any other representation or warranty given or made under clauses 13.1 and 13.2 (as applicable).

14. Indemnities

14.1 **Indemnities by Target**

Subject to clause 11.7, Target indemnifies each Bidder Indemnified Party against, and must pay on demand, any Loss, Claim or damages (including any right to common law damages) arising from or incurred in connection with a breach of a Target Representation and Warranty to the fullest extent permitted by law.

14.2 **Indemnities by Bidder**

Subject to clause 11.7, Bidder indemnifies each Target Indemnified Party against, and must pay on demand, any Loss, Claim or damages (including any right to common law damages) arising from or incurred in connection with a breach of a Bidder Representation and Warranty to the fullest extent permitted by law.

14.3 **Survival of indemnities**

Each indemnity given in clause 14.1 and 14.2:

(a) is severable;

(b) survives the termination of this deed;

(c) is a continuing obligation; and

(d) constitutes a separate and independent obligation of the party giving the indemnity from any other obligations of that party under this deed.

15. GST

15.1 **Definitions**

Unless the context requires otherwise, words used in this clause 15 that have a specific meaning in the GST Law have the same meaning in this clause 15.

For personal use only

For personal use only

15.2 **GST pass on**

If GST is or will be payable on a supply made under or in connection with this deed, to the extent that the consideration otherwise provided for that supply under this deed is not stated to include an amount for GST on the supply:

(a) the consideration otherwise provided for that supply under this deed is increased by the amount of that GST; and

(b) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within seven days of receiving a tax invoice from the supplier.

15.3 **Tax Invoice**

The right of the supplier to recover any amount in respect of GST under this deed on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient.

15.4 **Consideration exclusive of GST**

Any consideration provided for a supply or payment obligation in connection with this deed is exclusive of GST unless stated otherwise.

15.5 **Adjustments**

If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier within 14 days of becoming aware of the adjustment event:

(a) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by issuing an adjustment note; or

(b) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply; and

(c) must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the recipient within 28 days of the adjustment event.

15.6 **Reimbursements**

Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party, or used as the basis for calculation of consideration for a supply, under this deed must exclude the amount of GST referrable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referrable to the revenue.

16. Notices

16.1 **How to give a notice**

A notice, consent or other communication under this deed is only effective if it is:

(a) in writing, signed by or on behalf of the person giving it;

(b) addressed to the person to whom it is to be given; and

(c) either:

(i) delivered or sent by pre-paid mail to that person's address; or

(ii) sent in electronic form (such as email).

16.2 **When a notice is given**

A notice, consent or other communication that complies with this clause is regarded as given and received:

(a) if it is delivered by hand:

(i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or

(ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day; and

(b) if it is sent by mail:

(i) within Australia – three Business Days after posting; or

(ii) to or from a place outside Australia – seven Business Days after posting.

(c) if it is sent in electronic form:

(i) if it is transmitted by 5.00 pm on a Business Day – when sent; or

(ii) if it is transmitted after 5.00 pm on a Business Day or on a day that is not a Business Day – on the next Business Day,

provided that no notice of failure of transmission or other error message is received by the sender.

16.3 **Address for notices**

A person's address and email address are those set out below, or as the person notifies the sender:

Target

Address:	c/-Rod Sutton Director Chairman of Audit 20/F, CITIC Tower 1 Tim Mei Avenue Admiralty, Hong Kong 香港金鐘添美道 1 號中信大廈 20 樓
Email:	Rod.Sutton@farestructuring.com
Attention:	Roderick John Sutton

Copy to (which shall not constitute notice):

Address:	Level 10, 123 St Georges Terrace, Perth, WA 6000, Australia
Email:	murray.wheater@ashurst.com, josh.walsh@ashurst.com and jemimah.giblett@ashurst.com
Attention:	Murray Wheater, Josh Walsh, and Jemimah Giblett

For personal use only

Bidder

Address:	Unit 601-2, St. George's Building, 2 Ice House Street, Central, Hong Kong
Email:	kurkye.wong@asmhk.com
Attention:	Kurkye Wong

Copy to (which shall not constitute notice):

Address:	Level 37, 180 George Street, Sydney NSW 2000
Email:	guy.sanderson@hamiltonlocke.com.au
Attention:	Guy Sanderson, Hamilton Locke

17. General

17.1 Amendment

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

17.2 Assignment

A party may only assign, encumber, declare a trust over or otherwise deal with its rights under this deed with the prior written consent of the other party.

17.3 Governing law

(a) This deed and any dispute arising out of or in connection with the subject matter of this deed is governed by the laws of the State of New South Wales, Australia.

(b) Each party submits to the non-exclusive jurisdiction of the courts of that State, and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this deed. Each party irrevocably waives any right it has to object to any legal process being brought in those courts including any claim that the process has been brought in an inconvenient forum or that those courts do not have jurisdiction.

17.4 Liability for expenses

(a) Bidder must pay for all stamp duty payable on this deed or any instrument or transaction contemplated in or necessary to give effect to this deed.

(b) Subject to clause 17.4(a), each party must pay its own expenses incurred in negotiating, preparing, executing and registering this deed.

17.5 Giving effect to this deed

Each party must promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this deed.

17.6 Variation of rights

The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this deed. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this deed.

For personal use only

17.7 **No partnership or agency**

Nothing in this deed is to be treated as creating a partnership and, except as specifically provided in this deed, no party may act as agent of or in any way bind another party to any obligation.

17.8 **Operation of this deed**

(a) This deed, the Scheme, the Deed Poll and the Confidentiality Deed contain the entire agreement between the parties about its subject matter.

(b) Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this deed, the Scheme, the Deed Poll and the Confidentiality Deed and has no further effect.

(c) Any right that a person may have under this deed is in addition to, and does not replace or limit, any other right that the person may have.

(d) Any provision of this deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this deed enforceable, unless this would materially change the intended effect of this deed.

17.9 **Operation of indemnities**

(a) Each indemnity in this deed survives the expiry or termination of this deed.

(b) A party may recover a payment under an indemnity in this deed before it makes the payment in respect of which the indemnity is given.

17.10 **Third party benefit**

If a provision of this deed is expressed to be for the benefit of (for example, by conferring an indemnity or an exclusion of liability upon) a person such as an officer, employee, agent or adviser of Target or Bidder that is not a party to this deed (**third party**, for the purposes of this clause 17.10), the third party:

(a) (**benefit, enforcement**) is entitled to the benefit of the provision and may enforce it but only in accordance with this clause;

(b) (**variation, cancellation**) accepts that Target and Bidder may vary or cancel the provision as they see fit without the consent of and without having regard to the interests of or being responsible for any detriment to the third party;

(c) (**indemnity acceptance**) may accept the benefit of an indemnity only when the third party has suffered a Loss or received a Claim to which the indemnity would apply;

(d) (**time limit**) must accept the benefit of an indemnity and issue and serve any legal proceedings to enforce it within two years after suffering the Loss or receiving the Claim;

(e) (**exclusion acceptance**) may accept the benefit of an exclusion from or limitation of liability only when the third party has received a Claim or a threat of a Claim to which the exclusion would apply; and

(f) (**time limit**) must accept the benefit of an exclusion from or limitation of liability and issue and serve any legal proceedings to enforce it within two years after receiving the Claim or threat of a Claim,

save that clauses 17.10(c) to 17.10(f) do not apply in relation to clauses 7.3 and 7.3(b)(iii).

For personal use only

17.11 **Consents**

Where this deed contemplates that a party may agree or consent to something (however it is described), unless this deed expressly contemplates otherwise, the party may:

(a) agree or consent, or not agree or consent, in its sole and absolute discretion; and

(b) agree or consent subject to conditions.

17.12 **No merger**

No provisions of this deed merge on implementation of the Transaction.

17.13 **Inconsistency with other documents**

If this deed is inconsistent with any other document or agreement between the parties, this deed prevails to the extent of the inconsistency.

17.14 **Counterparts**

This deed may be executed electronically and in counterparts.

For personal use only

Schedule 1

Indicative Timetable

Step	Date	Action
1.	17 March 2025	Announce Transaction
2.	18 April 2025	Lodge draft Scheme Booklet with ASIC for review and comment
3.	5 May 2025	First Court Date
4.	6 May 2025	Commence dispatch Scheme Booklet to shareholders
5.	3 June 2025	Scheme Meeting and announce results to ASX
6.	5 June 2025	Second Court Date
7.	6 June 2025	Effective Date
8.	11 June 2025	Record Date
9.	18 June 2025	Implementation Date

For personal use only

Schedule 2

Target Issued Capital

1. **Target Shares**

   Target has 1,235,389,382 paid ordinary shares on issue.

2. **Target Equity Incentives**

   Nil.

For personal use only

Schedule 3

Scheme of Arrangement

For personal use only

Ashurst

For personal use only

Scheme of Arrangement

Donaco International Limited
ABN 28 007 424 777

Scheme Shareholders

2025

Contents

1. Interpretation 1

1.1 Definitions 1
1.2 Interpretation 3
1.3 Interpretation of inclusive expressions 4
1.4 Business Day 4
1.5 Scheme components 4

2. Preliminary matters 4

3. Conditions 5

3.1 Conditions precedent 5
3.2 Certificate 5
3.3 End Date 6

4. Scheme becoming Effective 6

5. Lodgement of Court Order with ASIC 6

6. Transfer of Scheme Shares 6

7. Scheme Consideration 7

7.1 Entitlement to Scheme Consideration 7
7.2 Provision of Scheme Consideration 7
7.3 Joint holders 7
7.4 Fractional entitlements and splitting 8
7.5 Unclaimed monies 8
7.6 Orders of a court or Government Agency 8

8. Dealings in Target Shares 9

8.1 Determination of Scheme Shareholders 9
8.2 Register 9

9. Suspension of Quotation of Target Shares and delisting 10

10. General Scheme provisions 10

10.1 Further assurances 10
10.2 Consent to amendments to this Scheme 10
10.3 Scheme Shareholders' agreements and warranties 11
10.4 Title to and rights in Scheme Shares 11
10.5 Appointment of sole proxy 12
10.6 Authority given to Target 12
10.7 Binding effect of Scheme 13

11. General 13

11.1 Stamp duty 13
11.2 Consent 13
11.3 Notices 13
11.4 No liability when acting in good faith 13
11.5 Governing law and jurisdiction 13

For personal use only

For personal use only

THIS SCHEME OF ARRANGEMENT is made on 2025

BETWEEN:

(1) **Donaco International Limited** ABN 28 007 424 777 whose registered office is c/- Lumina IP Pty Limited of Level 43, 25 Martin Place, Sydney, NSW 2000, Australia (**Target**); and

(2) Each person registered as the holder of Target Shares in the Register as at the Record Date other than an Excluded Shareholder (each a **Scheme Shareholder** and together, the **Scheme Shareholders**).

THE PARTIES AGREE AS FOLLOWS:

1. Interpretation

1.1 Definitions

The meanings of the terms used in this Scheme are set out below.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or, as the context requires, the financial market known as 'ASX' operated by ASX Limited.

ASX Listing Rules means the listing rules of ASX.

ASX Operating Rules means the official operating rules of ASX.

ATO means the Australian Taxation Office.

Bidder means On Nut Road Limited of Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.

Bidder Group means Bidder and its related bodies corporate.

Business Day:

(a) when used in relation to the Implementation Date and the Record Date, has the meaning given in the ASX Listing Rules; and

(b) in all other cases, means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CHESS means the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited ABN 49 008 504 532.

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

Court means the Supreme Court of New South Wales or Federal Court of Australia (as determined by the Target) or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Target and Bidder.

For personal use only

Court Order has the meaning given in clause 5.

Deed Poll means the deed poll under which Bidder covenants in favour of the Scheme Shareholders to perform the obligations attributed to Bidder under this Scheme.

Effective means the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Scheme.

Effective Date means the date on which this Scheme becomes Effective.

End Date has the meaning given to it in the Scheme Implementation Deed, including any variation as permitted under that document.

Excluded Share means a Target Share held by an Excluded Shareholder.

Excluded Shareholder means any member of the Bidder Group that is a holder of Target Shares.

Government Agency means a government, government department or a governmental, semi-governmental, administrative, statutory or judicial entity, agency, authority, commission, department, tribunal, or person charged with the administration of a law or agency, whether in Australia or elsewhere, including ASIC, ATO, ASX, the Takeovers Panel, and any self-regulatory organisation established under statute or by ASX.

Implementation Date means the fifth Business Day following the Record Date, or such other date as ordered by the Court or agreed in writing by Target and Bidder.

Record Date means 5.00 pm on the day which is two Business Days after the Effective Date or any other date agreed to in writing by Target and Bidder or as may be required by ASX.

Register means the register of members of the Target.

Registered Address means in relation to a Target Shareholder, the address shown in the Register as at the Record Date.

Scheme means this scheme of arrangement under Part 5.1 of the Corporations Act between Target and the Scheme Shareholders, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to in writing by Target and Bidder.

Scheme Consideration means $0.045 cash per Scheme Share.

Scheme Implementation Deed means the scheme implementation deed dated 16 March 2025 between Target and Bidder relating to (among other things) the implementation of this Scheme.

Scheme Meeting means the meeting of the Target Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act, to consider and vote on this Scheme and includes any meeting convened following any adjournment or postponement of that meeting.

Scheme Share means a Target Share on issue as at the Record Date, excluding the Excluded Shares.

Scheme Shareholder means a person who holds one or more Scheme Shares, other than the Excluded Shareholder.

Scheme Transfer means a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of Bidder as transferee, being a master transfer of all of the Scheme Shares.

Second Court Date means the first day on which the Court hears the application for an order under section 411(4)(b) of the Corporations Act approving the Scheme or, if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned or appealed application is heard.

Takeovers Panel means the Takeovers Panel constituted under the *Australian Securities and Investments Commission Act 2001* (Cth).

Target means Donaco International Limited ABN 28 007 424 777.

Target Registry means Boardroom Pty Limited ABN 14 003 209 836 whose registered office is Level 8, 210 George Street Sydney NSW 2000.

Target Share means a fully paid ordinary share in the Target.

Target Shareholder means each person entered in the Register as a holder of Target Shares.

1.2 **Interpretation**

In this Scheme:

(a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;

(b) the singular includes the plural and the plural includes the singular;

(c) words of any gender include all genders;

(d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;

(e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;

(f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Scheme;

(g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them (whether passed by the same or another Government Agency with legal power to do so);

(h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;

(i) a reference to **$**, **A$** or **dollar** is to Australian currency;

(j) a reference to any time is, unless otherwise indicated, a reference to that time in Sydney, New South Wales, Australia;

(k) words defined in the Corporations Act, and which are not otherwise defined in clause 1.1, have the same meaning given to them in the Corporations Act;

For personal use only

(l) a reference to a party to a document includes that party's successors and permitted assignees;

(m) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;

(n) a reference to a body, other than a party to this Scheme (including 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;

(o) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(p) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(q) if an act prescribed under this Scheme to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day; and

(r) a reference to the ASX Listing Rules and the ASX Operating Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

1.3 Interpretation of inclusive expressions

Specifying anything in this Scheme after the words include or for example or similar expressions does not limit what else is included.

1.4 Business Day

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.

1.5 Scheme components

This Scheme includes any schedule to it.

2. Preliminary matters

(a) Target is a public company limited by shares registered in Victoria, Australia, and is admitted to the official list of the ASX. Target Shares are quoted for trading on the securities exchange operated by ASX.

(b) As at the date of the Scheme Implementation Deed, there were on issue 1,235,389,382 Target Shares.

(c) Bidder is a special purpose vehicle that is managed by Argyle Street Management Limited, a licensed fund manager that is regulated by the Securities and Futures Commission in Hong Kong.

For personal use only

(d) If this Scheme becomes Effective:

(i) Bidder must provide or procure the provision of the Scheme Consideration to the Scheme Shareholders in accordance with this Scheme and the Deed Poll;

(ii) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to Bidder; and

(iii) Target will enter the name and address of Bidder in the Register in respect of the Scheme Shares.

(e) Target and Bidder have agreed, by executing the Scheme Implementation Deed, to implement (among other things) this Scheme, on and subject to the terms of the Scheme Implementation Deed.

(f) Bidder has executed the Deed Poll under which it covenants in favour of the Scheme Shareholders to perform its obligations under this Scheme, including the provision or procuring the provision of the Scheme Consideration to the Scheme Shareholders.

3. Conditions

3.1 Conditions precedent

This Scheme is conditional on, and will not become Effective unless and until, each of the following conditions precedent is satisfied:

(a) all the conditions in clause 3.2 of the Scheme Implementation Deed (other than the condition in item 2 of clause 3.2 (*Court approval of Scheme*) of the Scheme Implementation Deed) having been satisfied or waived in accordance with the terms of the Scheme Implementation Deed by 8.00 am on the Second Court Date;

(b) neither the Scheme Implementation Deed nor the Deed Poll having been terminated in accordance with their terms before 8.00 am on the Second Court Date;

(c) approval of this Scheme by the Court under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act and that are agreed to by Target and Bidder (such agreement not to be unreasonably withheld or delayed);

(d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme and that are agreed to by Target and Bidder (such agreement not to be unreasonably withheld or delayed) having been satisfied or waived; and

(e) the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving this Scheme coming into effect, pursuant to section 411(10) of the Corporations Act on or before the End Date (or any later date Target and Bidder agree in writing).

3.2 Certificate

(a) Target and Bidder will each provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied (but in the case of the condition

For personal use only

precedent in clause 3.1(a), other than the conditions precedent in item 2 of clause 3.2 (Court approval of Scheme)) as at 8.00 am on the Second Court Date.

(b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence that the conditions precedent in clauses 3.1(a) and 3.1(b) were satisfied, waived or taken to be waived as at 8.00 am on the Second Court Date.

3.3 **End Date**

This Scheme will lapse and be of no further force or effect if:

(a) the Effective Date does not occur on or before the End Date; or

(b) the Scheme Implementation Deed or the Deed Poll is terminated in accordance with its terms,

unless Target and Bidder otherwise agree in writing (and, if required, such agreement is approved by the Court).

4. Scheme becoming Effective

Subject to clause 3, this Scheme will take effect pursuant to section 411(10) of the Corporations Act on and from the Effective Date.

5. Lodgement of Court Order with ASIC

If the conditions precedent in clause 3.1 are satisfied or waived, Target must lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Court order approving this Scheme under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) (the **Court Order**), as soon as possible after the Court approves this Scheme and in any event by 4.00 pm on the first Business Day after the day on which the Court approves this Scheme (or such later time or date as agreed in writing by Target and Bidder).

6. Transfer of Scheme Shares

On the Implementation Date:

(a) subject to the provision of the Scheme Consideration in the manner contemplated by clause 7.2 and Bidder having provided Target with written confirmation of the provision of the Scheme Consideration, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to Bidder, without the need for any further act by any Scheme Shareholder (other than acts performed by Target as attorney and agent for Scheme Shareholders under clause 10.6), by:

(i) Target delivering to Bidder for execution a duly completed Scheme Transfer to transfer all of the Scheme Shares to Bidder, executed on behalf of the Scheme Shareholders by Target as their attorney and agent; and

(ii) Bidder duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to Target for registration; and

(b) immediately following receipt of the Scheme Transfer in accordance with clause 6(a)(ii), but subject to the stamping of the Scheme Transfer (if required), Target

For personal use only

must enter, or procure the entering of, the name of Bidder in the Register as the registered holder of all the Scheme Shares.

7. Scheme Consideration

7.1 Entitlement to Scheme Consideration

Subject to the terms of this Scheme, on the Implementation Date, each Scheme Shareholder will be entitled to the Scheme Consideration for each Scheme Share held by that Scheme Shareholder.

7.2 Provision of Scheme Consideration

(a) Bidder must, by no later than the Business Day before the Implementation Date, deposit, or procure the deposit, in cleared funds an amount equal to the aggregate Scheme Consideration payable to all Scheme Shareholders into an Australian dollar denominated trust account operated by the Target or Target Registry as trustee for the Scheme Shareholders and notified to Bidder at least five Business Days prior to the Implementation Date. Any interest on the amounts deposited (less bank fees and other charges) will be credited to Bidder's account.

(b) On the Implementation Date, subject to receipt of funds from Bidder in accordance with clause 7.2(a), Target must pay or procure the payment, from the trust account referred to in clause 7.2(a) to each Scheme Shareholder the applicable amount of Scheme Consideration that the Scheme Shareholder is entitled for each Scheme Share transferred to Bidder in accordance with this clause 7.

(c) The obligations of Target under clause 7.2(b) will be satisfied by Target (in its absolute discretion, and despite any authority referred to in clause 7.2(c)(i) made or given by the Scheme Shareholder):

(i) paying, or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Scheme Shareholder by an appropriate authority from the Scheme Shareholder to Target; or

(ii) dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (provided that such Scheme Shareholder's Registered Address is outside of New Zealand), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 7.3).

(d) To the extent that, following satisfaction of Target's obligations under clause 7.2(b), there is a surplus in the amount held by Target or the Target Registry as trustee for the Scheme Shareholders in the trust account referred to in that clause, that surplus must be paid by Target to Bidder.

7.3 Joint holders

In the case of Scheme Shares held in joint names:

(a) any Scheme Consideration required to be provided under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of Target, the holder whose name appears first in the Register as at the Record Date or to the joint holders; and

For personal use only

(b) any other document required to be sent under this Scheme will be forwarded to either, at the sole discretion of Target, the holder whose name appears first in the Register as at the Record Date or to the joint holders.

7.4 **Fractional entitlements and splitting**

(a) Where the calculation of the amount of Scheme Consideration to be paid to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, then the fractional entitlement will be rounded down to the nearest cent.

(b) If Bidder is of the opinion, formed reasonably, that several Scheme Shareholders, each of which holds a holding of Target Shares which results in a fractional entitlement to the Scheme Consideration have, before the Record Date, been party to a shareholding splitting or division in an attempt to obtain an unfair advantage by reference to the rounding provided for in the calculation of each Scheme Shareholder's entitlement to the Scheme Consideration, Bidder may direct Target to give notice to those Scheme Shareholders:

(i) setting out the names and Registered Addresses of all of them;

(ii) stating that opinion; and

(iii) attributing to one of them specifically identified in the notice the Target Shares held by all of them,

and, after the notice has been so given, the Scheme Shareholder specifically identified in the notice shall, for the purposes of this Scheme, be taken to hold all those Target Shares and each of the other Scheme Shareholders whose names are set out in the notice shall, for the purposes of this Scheme, be taken to hold no Target Shares.

7.5 **Unclaimed monies**

(a) Target may cancel a cheque issued under this clause 7 if the cheque:

(i) is returned to Target or the Target Registry; or

(ii) has not been presented for payment within six months after the Implementation Date.

(b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Target (or the Target Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), Target must reissue a cheque that was previously cancelled under this clause 7.5.

(c) The *Unclaimed Money Act 1995* (NSW) will apply in relation to any Scheme Consideration which becomes "unclaimed money" (as defined in sections 7 and 8 of the *Unclaimed Money Act 1995* (NSW)).

7.6 **Orders of a court or Government Agency**

If Bidder or Target (or the Target Registry) is required under any applicable law including as a result of any order, direction or notice made or given by a court of competent jurisdiction or by another Government Agency that:

(a) requires payment of a sum to a third party in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder by Target in accordance with this clause 7, then Bidder or

For personal use only

Target shall be entitled to procure that the payment is made in accordance with that law, order, direction or notice; or

(b) prevents Bidder or Target from dispatching payment to any particular Scheme Shareholder in accordance with this clause 7, or such payment is otherwise prohibited by applicable law, Bidder or Target shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration, until such time as payment in accordance with this clause 7 is permitted by that (or another) order, direction, notice or otherwise by law,

and the payment or retention by Bidder or Target in accordance with this clause 7.6 will constitute full discharge of Bidder's obligations under clause 7.2 with respect to such payment or retention.

8. Dealings in Target Shares

8.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Target Shares or other alterations to the Register will only be recognised if:

(a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Register as the holder of the relevant Target Shares on or before the Record Date; and

(b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received on or before 5.00 pm on the day on which the Record Date occurs at the place where the Register is kept,

and Target must not accept for registration, nor recognise for any purpose (except a transfer to Bidder pursuant to this Scheme and any subsequent transfer by Bidder or their respective successors in title), any transfer or transmission application or other request received after the Record Date, or received prior to the Record Date but not in registrable or actionable form, as appropriate.

8.2 Register

(a) Target must register, or cause to be registered registrable transmission applications or transfers of Target Shares that are received in accordance with clause 8.1(b) before 5.00 pm on the day on which the Record Date occurs provided that, for the avoidance of doubt, nothing in this clause 8.2(a) requires Target to register a transfer that would result in a Scheme Shareholder holding a parcel of Scheme Shares that is less than a "marketable parcel" (as defined in the ASX Operating Rules).

(b) If this Scheme becomes Effective, a Scheme Shareholder (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them on or after the Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and Target shall be entitled to disregard any such disposal.

(c) For the purpose of determining entitlements to the Scheme Consideration, Target must maintain, or cause to be maintained, the Register in accordance with the provisions of this clause 8.2 until the Scheme Consideration has been paid to the Scheme Shareholders and Bidder has been entered in the Register

For personal use only

as holder of all the Scheme Shares. The Register in this form will solely determine entitlements to the Scheme Consideration.

(d) All statements of holding for the Target Shares (other than statements of holding in favour of Bidder) will cease to have effect after the Record Date as documents of title in respect of those securities and, as from that date, each entry current at that date on the Register (other than entries on the Register in respect of Bidder) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Scheme Shares relating to that entry.

(e) As soon as possible on or after the Record Date, and in any event by 5.00 pm on the second Business Day after the Record Date, Target will ensure that details of the names, Registered Addresses and holdings of Target Shares for each Scheme Shareholder as shown in the Register at the Record Date are available to Bidder in the form that Bidder reasonably requires.

9. Suspension of Quotation of Target Shares and delisting

(a) Target must apply to ASX to suspend trading of the Target Shares on the ASX with effect from the close of trading on the Effective Date or such other date as agreed between Target and Bidder, acting reasonably, following consultation with ASX.

(b) Target must apply to ASX:

(i) for termination of the official quotation of the Target Shares on the ASX; and

(ii) to have itself removed from the official list of the ASX,

in each case, with effect on and from the close of trading on the trading day immediately following the Implementation Date, or such other date as Target and Bidder may agree, acting reasonably, following consultation with ASX.

10. General Scheme provisions

10.1 Further assurances

(a) Target will do all things and execute all deeds, instruments, transfers or other documents (whether on its own behalf or on behalf of each Scheme Shareholder) as may be required by law, the Court or is otherwise reasonably necessary to give full effect to the terms of this Scheme and the transactions contemplated by it.

(b) Without limiting Target's other powers under this Scheme, Target has power to do all things that it considers necessary or desirable to give effect to this Scheme and the transactions contemplated by it.

10.2 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

(a) Target may, by its counsel, consent on behalf of all persons concerned to those alterations or conditions to which Bidder has consented (whether in writing or by its counsel); and

(b) each Scheme Shareholder agrees to any such alterations or conditions which Target has consented to under clause 10.2(a).

For personal use only

For personal use only

10.3 **Scheme Shareholders' agreements and warranties**

(a) Each Scheme Shareholder irrevocably:

(i) agrees to the transfer of their Scheme Shares together with all rights and entitlements attaching to those Scheme Shares to Bidder in accordance with this Scheme;

(ii) agrees and acknowledges that the payment of Scheme Consideration in accordance with clause 7.2(b) constitutes satisfaction of all that person's entitlements under this Scheme;

(iii) agrees to the variation, cancellation or modification of the rights attached to their Scheme Shares constituted by or resulting from this Scheme; and

(iv) acknowledges and agrees that this Scheme binds Target and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting),

without the need for any further act by that Scheme Shareholder.

(b) Each Scheme Shareholder is taken (by operation of this Scheme and without the need for any further act by that Scheme Shareholder) to have warranted to Target and Bidder on the Implementation Date, and appointed and authorised Target as its attorney and agent to warrant to Bidder on the Implementation Date, that:

(i) all of their Scheme Shares (including any rights and entitlements attaching to those shares) which are transferred under this Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any security interests within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind;

(ii) they have full power and capacity to transfer their Scheme Shares to Bidder together with any rights and entitlements attaching to those Scheme Shares; and

(iii) they have no existing right to be issued any Target Shares, options exercisable into Target Shares, performance rights, convertible notes or any other Target securities.

(c) Target undertakes in favour of each Scheme Shareholder that it will provide the warranties in clause 10.3(b) to Bidder as agent and attorney of each Scheme Shareholder.

10.4 **Title to and rights in Scheme Shares**

(a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to Bidder will, at the time of transfer of them to Bidder, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any security interests within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise and free from any restrictions on transfer of any kind.

(b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 7, Bidder will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Target of the name and address of Bidder in the Register as the holder of the Scheme Shares.

10.5 **Appointment of sole proxy**

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 7, and until Target registers Bidder as the holder of all Scheme Shares in the Register, each Scheme Shareholder:

(a) is deemed to have appointed Bidder as attorney and agent (and directed Bidder in each such capacity) to appoint any director, officer, secretary or agent nominated by Bidder as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution or document;

(b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 10.5(a));

(c) must take all other actions in the capacity of a registered holder of Scheme Shares as Bidder reasonably directs; and

(d) acknowledges and agrees that in exercising the powers referred to in clause 10.5(a), Bidder and any director, officer, secretary or agent nominated by Bidder under clause 10.5(a) may act in the best interests of Bidder as the intended registered holder of the Scheme Shares.

10.6 **Authority given to Target**

(a) On and from the Effective Date, each Scheme Shareholder, without the need for any further act, irrevocably appoints Target and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:

(i) enforcing the Deed Poll against Bidder, and Target undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against Bidder on behalf of and as agent and attorney for each Scheme Shareholder;

(ii) executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Scheme Transfer; and

(iii) in the case of Scheme Shares in a CHESS holding:

(A) causing a message to be transmitted to ASX Settlement in accordance with the ASX Settlement Rules so as to transfer the Scheme Shares held by the Scheme Shareholder from the CHESS sub-register of Target to the issuer sponsored sub-register operated by Target or its share registry at any time after Bidder has provided the Scheme Consideration which is due to Scheme Shareholders; and

For personal use only

(B) completing and signing the Scheme Transfer on behalf of Scheme Shareholders,

and Target accepts each such appointment under this clause 10.6.

(b) Target, as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 10.6 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

10.7 Binding effect of Scheme

This Scheme binds Target and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme Meeting, or voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Target.

11. General

11.1 Stamp duty

Bidder will:

(a) pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by, or made under, or in connection with, the Scheme and the Deed Poll; and

(b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 11.1(a).

11.2 Consent

Each of the Scheme Shareholders consents to Target doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme and the transactions contemplated by it, whether on behalf of the Scheme Shareholders, Target or otherwise.

11.3 Notices

(a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Target, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Target's registered office or at the office of the Target Registry.

(b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a Scheme Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

11.4 No liability when acting in good faith

Each Scheme Shareholder agrees (by operation of this Scheme and without the need for any further act by the Scheme Shareholder) that neither Target, Bidder nor any of their respective directors, officers, secretaries or employees shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

11.5 Governing law and jurisdiction

(a) This Scheme is governed by the laws in force in New South Wales, Australia.

For personal use only

(b) The parties irrevocably submit to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of, or in connection with, this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

For personal use only

Schedule 4

Deed Poll

For personal use only

Ashurst

For personal use only

Deed Poll

On Nut Road Limited

in favour of

Scheme Shareholders

2025

Contents

1. Interpretation 1

1.1 Definitions 1
1.2 General interpretation 2
1.3 Nature of this deed poll 2

2. Condition precedent and termination 3

2.1 Condition precedent 3
2.2 Termination 3
2.3 Consequences of termination 3

3. Scheme Consideration 3

3.1 Compliance with Scheme obligations generally 3
3.2 Provision of Scheme Consideration 3

4. Representations and warranties 3

5. Continuing obligations 4

6. Notices 4

6.1 How to give a notice 4
6.2 When a notice is given 4
6.3 Address for notices 5

7. General 6

7.1 Stamp duty and registration fees 6
7.2 Variation 6
7.3 Waiver 6
7.4 Remedies cumulative 6
7.5 Assignment or other dealings 6
7.6 Further action 7
7.7 Governing law and jurisdiction 7

For personal use only

For personal use only

THIS DEED POLL is made on 2025

BY:

(1) **On Nut Road Limited** of Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (**Bidder**),

in favour of:

(2) each person registered as a holder of fully paid ordinary shares in Donaco International Limited (ABN 28 007 424 777) (**Target**) in the Register as at the Record Date other than an Excluded Shareholder (each a **Scheme Shareholder** and together, the **Scheme Shareholders**).

RECITALS:

(A) On 16 March 2025, Target and Bidder entered into the Scheme Implementation Deed.

(B) The effect of the Scheme will be that, subject to the satisfaction or waiver of certain conditions precedent, all Scheme Shares will be transferred to Bidder in exchange for the Scheme Consideration on the Implementation Date, in accordance with the Scheme and this deed poll.

(C) Bidder enters into this deed poll for the purpose of covenanting in favour of Scheme Shareholders to perform its respective obligations under the Scheme Implementation Deed and the Scheme.

THE PARTIES AGREE AS FOLLOWS:

1. Interpretation

1.1 Definitions

The meanings of the terms used in this deed poll are set out below.

First Court Date means the first day on which an application made to the Court for an order under section 411(1) of the Corporations Act convening the Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.

Insolvency Event means, in respect of a person:

(a) an administrator being appointed to the person;

(b) a controller or analogous person being appointed to the person or any of the person's property;

(c) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;

(d) an appointment of the kind referred to in paragraph (c) being made (whether or not following a resolution or application);

(e) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(f) an application being made to a court for an order for its winding up;

(g) an order being made, or the person passing a resolution, for its winding up;

(h) the person:

(i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or

(ii) being unable to pay its debts or otherwise insolvent;

(i) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;

(j) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or

(k) any analogous event to paragraphs (a) to (j) above occurring in connection with that person under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation.

Scheme Implementation Deed means the scheme implementation deed dated 16 March 2025 between Target and Bidder relating to (among other things) the implementation of the Scheme.

Scheme means the proposed scheme of arrangement under Part 5.1 of the Corporations Act between Target and Scheme Shareholders, the form of which is set out in Schedule 3 to the Scheme Implementation Deed or in such other form as is agreed in writing between the parties, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to in writing by Target and Bidder.

1.2 **General interpretation**

(a) Unless the context otherwise requires, terms defined in the Scheme have the same meaning when used in this deed poll.

(b) Clauses 1.2 (*Interpretation*), 1.3 (*Interpretation of inclusive expressions*), 1.4 (*Business Day*) and 1.5 (*Scheme components*) of the Scheme apply to the interpretation of this deed poll, *mutatis mutandis,* except that references to 'this Scheme' are to be read as references to 'this deed poll'.

1.3 **Nature of this deed poll**

Bidder acknowledges that:

(a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not a party to it; and

(b) under the Scheme, each Scheme Shareholder irrevocably appoints Target and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent to enforce this deed poll against Bidder.

For personal use only

For personal use only

2. Condition precedent and termination

2.1 Condition precedent

This deed poll and the obligations of Bidder under this deed poll are subject to the Scheme becoming Effective.

2.2 Termination

The obligations of Bidder under this deed poll to the Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no further force or effect if:

(a) the Scheme has not become Effective on or before the End Date; or

(b) the Scheme Implementation Deed is terminated in accordance with its terms,

unless Bidder and Target otherwise agree in writing (and, if required, as approved by the Court).

2.3 Consequences of termination

If this deed poll is terminated under clause 2.2, then, in addition to and without prejudice to any other rights, powers or remedies available to Scheme Shareholders:

(a) Bidder is released from its obligations to further perform this deed poll except those obligations contained in clause 7.1 and any other obligations which by their nature survive termination; and

(b) each Scheme Shareholder retains the rights, powers or remedies they have against Bidder in respect of any breach of this deed poll which occurs before it is terminated.

3. Scheme Consideration

3.1 Compliance with Scheme obligations generally

Subject to clause 2, Bidder undertakes in favour of each Scheme Shareholder to observe and perform the steps attributed to it under, and otherwise to comply with, the Scheme, subject to and in accordance with the terms of the Scheme.

3.2 Provision of Scheme Consideration

Subject to clause 2 and subject to and in accordance with the terms of the Scheme, Bidder undertakes to, by no later than the Business Day before the Implementation Date, deposit, or procure the deposit, in cleared funds an amount equal to the aggregate Scheme Consideration payable to all Scheme Shareholders under the Scheme into an Australian dollar denominated trust account operated by Target or Target Registry as trustee for the Scheme Shareholders and notified to Bidder at least five Business Days prior to the Implementation Date. Any interest on the amounts deposited (less bank fees and other charges) will be credited to Bidder's account.

4. Representations and warranties

Bidder represents and warrants in favour of each Scheme Shareholder that:

(a) (**status**) it is a validly existing corporation registered under the laws of its place of incorporation;

(b) (**power**) it has full legal capacity and power to enter into this deed poll and carry out the transactions that this deed poll contemplates in accordance with its terms;

(c) (**corporate authority**) it has taken all corporate action that is necessary or desirable to authorise it entering into this deed poll and carrying out the transactions that this deed poll contemplates in accordance with its terms;

(d) (**validity of obligations**) this deed poll constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

(a) (**no contravention**) neither its execution of this deed poll nor the carrying out by it of the transactions that this deed poll contemplates in accordance with its terms, does or will contravene:

(i) any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;

(ii) any undertaking or instrument binding on it or any of its property; or

(iii) its constituent documents;

(b) (**solvency**) neither it nor any of its subsidiaries is affected by an Insolvency Event; and

(c) (**not representative capacity**) it is not entering into this deed poll as trustee of any trust or settlement or otherwise in a representative capacity.

5. Continuing obligations

This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

(a) Bidder has fully performed its obligations under this deed poll; or

(b) the earlier termination of this deed poll under clause 2.2.

6. Notices

6.1 How to give a notice

A notice, consent or other communication under this deed poll is only effective if it is:

(a) in writing, signed by or on behalf of the person giving it;

(b) addressed to the person to whom it is to be given; and

(c) either:

(i) delivered or sent by pre-paid mail to that person's address; or

(ii) sent in electronic form (such as email).

6.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

(a) if it is delivered by hand:

(i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or

(ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day; and

For personal use only

(b) if it is sent by mail:

(i) within Australia – three Business Days after posting; or

(ii) to or from a place outside Australia – seven Business Days after posting.

(c) if it is sent in electronic form:

(i) if it is transmitted by 5.00 pm on a Business Day – when sent; or

(ii) if it is transmitted after 5.00 pm on a Business Day or on a day that is not a Business Day – on the next Business Day,

provided that no notice of failure of transmission or other error message is received by the sender.

6.3 **Address for notices**

A person's address and email address are those set out below, or as the person notifies the sender:

Target

Address:	c/-Rod Sutton Director Chairman of Audit 20/F, CITIC Tower 1 Tim Mei Avenue Admiralty, Hong Kong 香港金鐘添美道 1 號中信大廈 20 樓
Email:	Rod.Sutton@farestructuring.com
Attention:	Roderick John Sutton

Copy to (which shall not constitute notice):

Address:	Level 10, 123 St Georges Terrace, Perth, WA 6000, Australia
Email:	murray.wheater@ashurst.com, josh.walsh@ashurst.com and jemimah.giblett@ashurst.com
Attention:	Murray Wheater, Josh Walsh, and Jemimah Giblett

Bidder

Address:	Unit 601-2, St. George's Building, 2 Ice House Street, Central, Hong Kong
Email:	kurkye.wong@asmhk.com
Attention:	Kurkye Wong

Copy to (which shall not constitute notice):

Address:	Level 37, 180 George Street, Sydney NSW 2000
Email:	guy.sanderson@hamiltonlocke.com.au
Attention:	Guy Sanderson, Hamilton Locke

For personal use only

For personal use only

7. General

7.1 Stamp duty and registration fees

Bidder:

(a) will pay all stamp duty, registration fees and similar taxes payable or assessed as being payable in connection with this deed poll or any other transaction contemplated by this deed poll (including any fees, fines, penalties and interest in connection with any of these amounts); and

(b) indemnifies each Scheme Shareholder against any liability arising from failure to comply with clause 7.1(a).

7.2 Variation

A provision of this deed poll or any right created under it may not be varied, altered or otherwise amended unless:

(a) if before the First Court Date, the variation is agreed to by Target and Bidder in writing (which such agreement may be given or withheld without reference to, or approval by, any Scheme Shareholder); and

(b) if on or after the First Court Date, the variation is agreed to by Target and Bidder in writing (which such agreement may be given or withheld without reference to, or approval by, any Scheme Shareholder) and the Court indicates that the variation, alteration or amendment would not of itself preclude approval of the Scheme,

in which event Bidder must enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation, alteration or amendment.

7.3 Waiver

(a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed poll by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed poll.

(b) A waiver or consent given by a party under this deed poll is only effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of a term of this deed poll operates as a waiver of another breach of that term or of a breach of any other term of this deed poll.

7.4 Remedies cumulative

The rights, powers and remedies of Bidder and each Scheme Shareholder under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

7.5 Assignment or other dealings

(a) The rights created by this deed poll are personal to Bidder and each Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of Bidder.

(b) Any purported dealing in contravention of clause 7.5(a) is invalid.

7.6 **Further action**

Bidder must, at its own expense, do all things and execute all documents necessary to give full effect to this deed poll and the transactions contemplated by it.

7.7 **Governing law and jurisdiction**

(a) This deed poll and any dispute arising out of or in connection with the subject matter of this deed poll is governed by the laws of the State of New South Wales, Australia.

(b) Bidder:

(i) submits to the non-exclusive jurisdiction of the courts of that State, and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this deed poll; and

(ii) waives any right it has to object to any legal process being brought in those courts including any claim that the process has been brought in an inconvenient forum or that those courts do not have jurisdiction.

For personal use only

EXECUTED AND DELIVERED as a deed poll.

EXECUTED by **ON NUT ROAD LIMITED:**

Signature of director

Kin Chan on behalf of Adriatic Sea Management Limited

Sole Director of On Nut Road Limited

For personal use only

Docusign Envelope ID: 1416F709-AC00-4A2D-BBDF-3D399273AEB7

EXECUTED AND DELIVERED as a deed.

EXECUTED by **DONACO INTERNATIONAL LIMITED** in accordance with section 127 of the C*orporations Act 2001* (Cth):

Signed by:

A9158FE543D9454...

Roderick John Sutton

Director of Donaco International Limited

Signed by:

7C371495A35F4E1...

Porntat Amatavivadhana

Director of Donaco International Limited

For personal use only

EXECUTED by **ON NUT ROAD LIMITED:**



Signature of director

Kin Chan on behalf of Adriatic Sea Management Limited

Sole Director of On Nut Road Limited

For personal use only