

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Evans Dixon Limited (ED1)

ACN/ARSN 609 913 457

1. Details of substantial holder (1)

Name ED1 and its subsidiaries as listed in Annexure A (collectively, the ED Group)

ACN/ARSN (if applicable) _____

The holder became a substantial holder on 7 September 2018

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares (Shares)	14,328,489	14,328,489	6.27% (based on 228,428,179 Shares on issue at the date hereof)

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
ED Group	<p>Acquisition of relevant interests in 14,328,489 ED1 Shares by ED1 held by:</p> <ul style="list-style-type: none"> a) Inishail Pty Limited (ACN 113 055 922) as trustee for the Keeble Family Trust; b) Denney Family Holdings Pty Limited (ACN 129 657 521) as trustee for the Denney Family Trust; c) IPCH Investments Pty Limited (ACN 143 502 265) as trustee for the IPCH Investment Trust; d) Baly Douglass Pty Limited (ACN 603 854 815) as trustee for Baly Douglass Superannuation Fund; e) Baly Douglass (No2) Pty Limited (ACN 606 183 466) as trustee for the Baly Douglass Family Trust; f) Richard Anthony Lang Hunt; and g) Wirreanda Investment Holdings Pty Limited, <p>(together, the Sellers) pursuant to voluntary escrow deeds entered into with each of the Sellers dated 7 September 2018 (a template of which is annexed at Annexure B) (Escrow Deeds) giving ED1 control over the disposal of those Shares in accordance with section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth) (Act).</p>	14,328,489

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
ED Group	Richard Anthony Lang Hunt	Richard Anthony Lang Hunt	3,753,925 ED1 Shares
	Inishail Pty Limited (ACN 113 055 922) as trustee for the Keeble Family Trust	Inishail Pty Limited (ACN 113 055 922) as trustee for the Keeble Family Trust	5,193,822 ED1 Shares
	Wirreanda Investment Holdings Pty Limited	Wirreanda Investment Holdings Pty Limited	1,072,550 ED1 Shares
	Denney Family Holdings Pty Limited (ACN 129 657 521) as trustee for the Denney Family Trust	Denney Family Holdings Pty Limited (ACN 129 657 521) as trustee for the Denney Family Trust	1,603,076 ED1 Shares
	IPCH Investments Pty Limited (ACN 143 502 265) as trustee for the IPCH Investment Trust	IPCH Investments Pty Limited (ACN 143 502 265) as trustee for the IPCH Investment Trust:	2,092,872 ED1 Shares
	Baly Douglass Pty Limited (ACN 603 854 815) as trustee for Baly Douglass Superannuation Fund	Baly Douglass Pty Limited (ACN 603 854 815) as trustee for Baly Douglass Superannuation Fund	306,122 ED1 Shares
	Baly Douglass (No. 2) Pty Limited (ACN 606 183 466) as trustee for the Baly Douglass Family Trust	Baly Douglass (No. 2) Pty Limited (ACN 606 183 466) as trustee for the Baly Douglass Family Trust	306,122 ED1 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
ED Group	7 September 2018	The payment of \$23,403,200 in cash and the issue of 14,328,489 ED1 Shares issued to the Sellers as consideration for the acquisition by the ED Group of 100% of the issued share capital of Fort Street Advisers Pty Ltd and 30% of the issued share capital of Fort Street Capital Pty Ltd.		14,328,489 Shares

6. Associates

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

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

7. Addresses

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

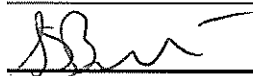
Name	Address
ED Group	Level 15, 100 Pacific Highway, North Sydney NSW 2060

Signature

print name Simon Barnett

capacity Company Secretary

sign here

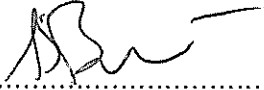


date 11 September 2018

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

Annexure A

This is Annexure A of 1 page referred to in Form 603 – Notice of initial substantial holder



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Simon Barnett

Company secretary

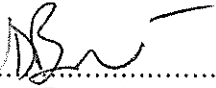
Dated: 11 September 2018

Subsidiaries

Dixon Advisory Group Pty Limited (ACN 080 207 076)
Dixon Advisory & Superannuation Services Limited (ACN 103 071 665)
Dixon Private Investments Pty Limited (ACN 103 604 495)
Dixon Advisory Property Pty Limited (ACN 140 049 583)
Dixon Advisory Super Pty Limited (ACN 139 490 118)
Walsh & Company Investments Limited (ACN 152 367 640)
Walsh & Company Asset Management Pty Limited (ACN 159 902 708)
Walsh & Company Group Pty Limited (ACN 159 902 066)
Walker Street Partners Pty Limited (ACN 164 112 396)
Australian Fund Accounting Services Pty Limited (ACN 164 701 946)
Walsh & Company Investment Services Pty Limited (ACN 163 814 346)
Dixon International Investments Pty Limited (ACN 162 178 234)
URF Investment Management Pty Limited (ACN 600 188 805)
New Energy Solar Manager Pty Limited (ACN 609 166 645)
Evans and Partners Pty Ltd (ACN 125 338 785)
EAP Employee Investments Pty Ltd (ACN 602 712 630)
Evans and Partners Investment Management Pty Limited (ACN 619 080 045)
NES Development Services Pty Limited (ACN 622 187 731)
Fort Street Advisers Pty Ltd (ACN 137 980 520)
Dixon Advisory USA Inc
Dixon Projects LLC
Dixon Asset Management USA Inc
DGP Inc
US Select Private Opportunities Fund, GP LLC
Dixon Realty Advisory LLC
Dixon Leasing Property Management, LLC
Dixon Realty Advisory New York, LLC
NES Project Services LLC

Annexure B

This is Annexure B of 12 pages referred to in Form 603 – Notice of initial substantial holder



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Simon Barnett

Company secretary

Dated: 11 September 2018

Template escrow deed executed by each Seller and Evans Dixon Limited dated 7 September 2018



Escrow Deed

[Name]

Evans Dixon Limited

(ACN 609 913 457)

Escrow deed

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Details

Date 7 September 2018

Parties

Name	Evans Dixon Limited (ACN 609 913 457)
Short form name	ED
Notice details	Level 15, 100 Pacific Highway, North Sydney, NSW 2060 Email: tristan.oconnell@evansdixon.com.au Attention: Tristan O'Connell

Name	[Name]
Short form name	Holder
Notice details	[address] Email: [email]

Background

- A DAG has acquired all of the issued share capital of the Company pursuant to the SPA.
- B In part consideration for the acquisition under the SPA, ED has issued the Restricted Shares to the Holder.
- C The Restricted Shares will be held by the Holder for the Escrow Period on the terms and subject to the conditions set out in this deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed:

ASX means ASX Limited ACN 008 624 091 or the financial market operated by it, as the context requires.

ASX Settlement Rules means the operating rules of ASX Settlement Pty Ltd ACN 008 504 532.

Business Day has the meaning given to that expression in the Listing Rules.

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

Company means [FSA/FSC].

Competing Employee Sum has the meaning given to that term in the SPA.

Completion has the meaning given in the SPA.

Completion Date means the date on which Completion occurs.

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

DAG means Dixon Advisory Group Pty Limited (ACN 080 207 076).

dealing, deal and dealt means, in respect of any Restricted Security, to directly or indirectly:

- (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security;
- (b) create, or agree to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security,

but does not include or restrict the exercise of any voting rights for the Restricted Securities.

Escrow Period means the period from the Completion Date to 14 May 2022.

[FSA/FSC] Tax Claim has the meaning given in the SPA.

FSA/FSC] Warranty Claim has the meaning given in the SPA.

Holding Lock has the meaning given to that term in the ASX Settlement Rules.

Issuer Sponsored Subregister has the meaning given to that term in the ASX Settlement Rules.

Listing Rules means the listing rules of ASX.

Notice means a notice which is:

- (a) legible and in English;
- (b) addressed to the party to whom that notice is being given;
- (c) marked to the attention of the individual who is specified in the address of that party; and
- (d) delivered to that party by being left at, or sent by security post to, the postal address or transmitted to the facsimile number or email address which is specified in the address of that party.

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

Restricted Securities means:

- (a) the Restricted Shares; and

- (b) any further Shares or other equity interests issued to the Holder during the Escrow Period as a result of holding the Restricted Shares, including under any rights issue or bonus issue.

Restricted Shares means [number] Shares.

Securities has the meaning in section 92(3) of the Corporations Act as if that section included a reference to this deed.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any security including any retention of title;
- (b) created or otherwise arising in or over any interest in any security under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (c) an interest of the kind referred to in section 12 of the PPSA,
- or any agreement to grant or create any such interest or power.

Share means a fully paid ordinary share in ED.

SPA means the share purchase agreement between ED, DAG and the parties specified in schedule 1 to that agreement dated 7 September 2018.

Tax means any tax, levy, excise, duty, charge, surcharge, contribution, withholding tax, impost or withholding obligation of whatever nature, whether direct or indirect, by whatever method collected or recovered, together with any fees, penalties, fines, interest or statutory charges imposed in any country, state, county, city or jurisdiction.

1.2 Interpretation

In this deed including the recitals, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Sydney time;
- (g) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) unless otherwise defined, a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it;
- (m) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and

- (n) for so long as ED is listed on the official list of ASX, words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules (as applicable).

1.3 Headings

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

1.4 Compliance with Listing Rules

For so long as ED is listed on the official list of ASX:

- (a) notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not done, authority is given for that act to be done or not done (as the case may be);
- (d) if the Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

2.1 Holder restrictions during the Escrow Period

Subject to clause 2.3, the Holder must not deal with the Restricted Securities during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) the Restricted Securities will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) ED will apply a Holding Lock to all the Restricted Securities as soon as practicable after registration of the Restricted Securities on the Issuer Sponsored Subregister;
- (c) the Holder agrees to the application of the Holding Lock in respect of the Restricted Securities; and
- (d) ED will do all things necessary or desirable to ensure that the Holding Lock in respect of the Restricted Securities is released:
 - (i) to the extent necessary to permit disposals of those Restricted Securities permitted by this deed; and
 - (ii) in full at the conclusion of the Escrow Period.

2.3 Exceptions

During the Escrow Period, the Holder may deal in any of its Restricted Securities if the dealing:

- (a) is undertaken in accordance with clause 7.3 of the SPA;
- (b) is in connection with acceptance of a bona fide takeover bid, provided the holders of at least 50% of the bid class securities that are not subject to escrow restrictions, and to which the offers under the bid relate, have accepted. The Restricted Securities must continue to be held on the terms of this deed if the relevant bid does not become unconditional or does not otherwise proceed;
- (c) is in connection with the transfer or cancellation of Shares as part of a scheme of arrangement relating to ED under section 411 of the Corporations Act provided that the Restricted Securities continue to be held on the terms of this deed if the relevant scheme does not take effect;
- (d) constitutes a disposal of, but not the creation of a Security Interest in, some or all of the Restricted Securities to:
 - (i) in the case of a Holder that is an individual, any spouse, son or daughter of the Holder, or son or daughter of the Holder's spouse (**Immediate Family Member**);
 - (ii) a company wholly-owned by the Holder or, in the case of a Holder that is an individual, their Immediate Family Member; or
 - (iii) a trust or superannuation fund in relation to which the Holder or, in the case of a Holder that is an individual, their Immediate Family Member is the beneficiary, (each a **Transferee**) where the Transferee also enters into an escrow arrangement with ED in respect of those securities on substantially the same terms as this deed for the remainder of the Escrow Period in respect of the Restricted Securities;
- (e) constitutes a transfer of Restricted Securities necessitated by the death or incapacity of the Holder;
- (f) constitutes a dealing that is required by applicable law (including an order of a court of competent jurisdiction);
- (g) is in connection with an equal access share buyback or capital return or capital reduction made in accordance with the Corporations Act;
- (h) is in connection with the disposal of Restricted Securities to facilitate the payment of any [FSA/FSC] Warranty Claim or [FSA/FSC] Tax Claim, provided that the value of the Restricted Securities that may be dealt with in accordance with this clause 2.3(h) is not more than the value of the [FSA/FSC] Warranty Claim or [FSA/FSC] Tax Claim plus any Tax paid by the Holder at the time of issuance of the relevant Restricted Securities and payable in connection with its dealing in these Restricted Securities; or
- (i) is in connection with the disposal of Restricted Securities to facilitate the payment of the Competing Employee Sum, provided that the value of the Restricted Securities that may be dealt with in accordance with this clause 2.3(i) is not more than the value of the Competing Employee Sum plus any Tax paid by the Holder at the time of issuance of the relevant Restricted Securities and payable in connection with its dealing in these Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a dealing in any of its Restricted Securities has occurred, or is likely to occur, during the Escrow Period in breach of this deed; or
- (b) of any matter which is likely to give rise to a dealing in any of its Restricted Securities during the Escrow Period in breach of this deed,

it must notify ED as soon as practicable after becoming aware of the dealing or the matters giving rise to the dealing, providing full details.

3. Warranties and acknowledgment

3.1 Giving of warranties

Each of the warranties and representations in clause 3 are given in favour of ED, as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations given in this clause 3 are given in respect of any and all Restricted Securities which the Holder holds during the Escrow Period.

3.2 Representations and warranties

The Holder warrants and represents severally the matters below.

- (a) Prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it dealing in Restricted Securities which would take effect during the Escrow Period.
- (b) The Holder holds the Restricted Shares.
- (c) The Restricted Securities are free from all Security Interests and other third party interests or rights (other than under ED's constitution).
- (d) It has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**)).
- (e) It has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms.
- (f) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (g) If the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust.
- (h) If the Holder is a Trustee:
 - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that Trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.
- (i) The execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder.

3.3 Survival of warranties and representations

The warranties and representations in this clause 3 survive the termination of this deed.

4. Consequences of breaching this deed

- (a) If the Holder breaches this deed (including a breach of clause 3.2), ED may take the steps necessary to enforce this deed, or to rectify the breach, as soon as practicable after becoming aware of the breach.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that ED is entitled to seek and obtain an injunction or specific

performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.

5. Amendment and waiver

This deed may not be amended or waived without the prior written consent of the parties.

6. Capacity

If the Holder has entered into this deed as Trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 6 but subject to clause 6(c), the Holder enters into this deed only in its capacity as Trustee of the Trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent that it can be satisfied out of the property of the Trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 6(c) a party to this deed may not sue the Holder in any capacity other than as Trustee in respect of the Trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the Trust), liquidator, administrator or any similar person; and
- (c) the provisions of this clause 6(c) will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction to the extent, or elimination of, the Holder's right of indemnification out of the assets of the Trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

7. Notices and other communications

7.1 Service of notices

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

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

7.2 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the third Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if sent by email, when sent by the sender unless the sender receives within two Business Hours a delivery failure notification indicating that the email has not been delivered to the addressee,

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

8. General

8.1 Governing law and jurisdiction

This deed is governed by the laws of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

8.2 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

8.3 Counterparts

This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

8.4 Entire agreement

This deed contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties with respect to its subject matter.

Signing page

EXECUTED and delivered as a Deed.

**Executed by Evans Dixon Limited ACN 609 913
457** in accordance with Section 127 of the
Corporations Act 2001

Signature of director

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

Name of director (print)

Name of director/company secretary (print)

[Include execution clause for the Holder]