Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme MANAGED ACCOUNTS HOLDINGS LIMITED

ACN/ARSN 128 316 441

1. Details of substantial holder (1)

Name Managed Accounts Holdings Limited (**Managed Accounts**)

ACN/ARSN (if applicable) 128 316 441

The holder became a substantial holder on 23 June 2014

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)
Ordinary shares	92,704,916	92,704,916	68.58%

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
Managed Accounts	Managed Accounts has entered into mandatory restriction agreements with some of its shareholders as required by the ASX listing rules in connection with the Company's listing on ASX. The mandatory restriction agreements are in the form of Appendix 9A to the ASX listing rules. Under the mandatory restriction agreements the relevant shareholders are restricted from disposing of the relevant shares for the restriction period imposed by ASX. Details of the relevant shareholders, numbers of restricted shares and restriction periods are set out in Annexure A to this form.	70,403,382 ordinary shares
Managed Accounts	Managed Accounts is a party to voluntary escrow agreements with some of its shareholders under which each relevant shareholder is prohibited from disposing of the escrowed shares for 12 months from the date of listing of Managed Accounts. Details of the relevant shareholders and the relevant numbers of escrowed shares are set out in Annexure B to this form. A pro-forma copy of the voluntary escrow agreement is set out in Annexure C.	22,301,534 ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Managed Accounts (arising from ASX mandatory restriction agreements)	See Annexure A	See Annexure A	See Annexure A

Managed Accounts (arising from voluntary escrow agreements)	See Annexure B	See Annexure B	See Annexure B

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	
Managed Accounts	23 June 2014	Nil	Nil	92,704,916 ordinary 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
Managed Accounts	Suite 402, Level 4, 8-10 Loftus Street, Sydney NSW 2000
See Annexure B	See Annexure B

Signature

print name Jillian McGregor capacity Company Secretary

sign here

Date: 24 June 2014

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 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, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included 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.

This is Annexure A of 5 pages referred to in ASIC Form 603 (Notice of Initial Substantial Holder) lodged by Managed Accounts Holdings Limited ACN 128 316 441.

Company Secretary

Dated: 24 June 2014

ASX Mandatory Restriction Agreements

Holder of relevant interest	Registered holder of securities/ Person entitled to be registered as holder	Number of ordinary shares	Restriction period
Managed Accounts	Parmms Enterprises Pty Ltd ATF Parmms Investment Trust	16,611,728	24 months from date of quotation of securities of Managed Accounts
Managed Accounts	Parmms Enterprises Pty Ltd ATF Collins Family Sfund	1,139,242	24 months from date of quotation of securities of Managed Accounts
Managed Accounts	Starmay Superannuation Pty Ltd ATF the Starmay Super Fund A/C Don Sharp Pension	2,710,973	24 months from date of quotation of securities of Managed Accounts
Managed Accounts	Starmay Superannuation Pty Ltd ATF the Starmay Super Fund A/C Colin John Scully	2,710,973	24 months from date of quotation of securities of Managed Accounts
Managed Accounts	Donald Financial Enterprises Pty Ltd ATF The Elysum Trust	15,032,827	24 months from date of quotation of securities of Managed Accounts
Managed Accounts	Valebark Pty Ltd ATF The Scully Investment Trust	15,032,827	24 months from date of quotation of securities of Managed Accounts
Managed Accounts	Mr David Alan Heather and Mrs Panayota Heather <Heather Super Fund>	1,145,715	24 months from date of quotation of securities of Managed Accounts

Managed Accounts	Mr David Alan Heather	2,614,286	24 months from date of quotation of securities of Managed Accounts
Managed Accounts	Hines Family Super Fund – Julliard Tailored	125,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	JPB Super Fund - Julliard Tailored	83,334	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Pascal Karsten Julliard - Julliard Tailored	125,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Hendo Superannuation Fund – Tailored Portfolio	500,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Jazlact Super Fund- Sterling VIP Growth	100,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	AP & MA Walsh Super Fund	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Banquest Pty Ltd ATF Harry M Michelmore Freedom Fund	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Butler & Daughters Pty Ltd	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Butler Super Fund – FC Balanced Growth Accum 3pct	160,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Dalfield Investment Pty Ltd ATF P&A Superannuation Fund	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Donna Rygate & Gemma Rygate	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	DW Boyd Pty Ltd ATF Boyd Super Fund	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Financial Clarity P/L ATF Tregold Discretionary Trust	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Goomrah Pty Ltd ATF AJS Super Fund	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Info Design Pty Ltd ATF Waldthausen Super Fund	80,000	12 months from date of issue (being until 29 November 2014)

Managed Accounts	J&J Watts Super Fund – FC Balanced Growth Accum	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Julie Steiner & Associates Pty Ltd ATF Steiner Super Fund	160,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	K6 Pty Ltd ATF Kaysix Superannuation Fund	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Navarro McMullen Freedom Pty Ltd ATF Navarro McMullen Freedom	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	PC Roussel Pty Ltd ATF PC Roussel Super Fund	160,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Scott Thompson & Colleen Thompson ATF SDT & CAT Super Fund	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Snow Wood Pty Ltd ATF Snow Wood Super Fund	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Dalfield Investment Pty Ltd ATF P&A Superannuation Fund	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Argo Investments Limited	5,000,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Stonemagic Pty Ltd	800,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Chifley Portfolios Pty Ltd <David Hannon Ret Fund A/C>	586,666	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Bahrain Investments Pty Ltd <Bahrain Investments A/C>	583,333	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Earglow Pty Ltd <Boorne Super Fund>	333,360	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Robert Ewan McGregor and Mrs Susan M McGregor <McGregor Super Fund A/C>	53,480	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Jack Thomas and Mrs Marie Josephine <Thomas Family S/F A/C>	280,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Torres Industries Pty Ltd	220,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Visual Software International Pty Ltd	200,000	12 months from date of issue (being until 29 November 2014)

Managed Accounts	Paddy Investments Pty Ltd <Rohan Investment A/C>	200,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Super Wealthy Pty Ltd <Super Wealthy S/F A/C>	170,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Alexander Burt and Mrs Carolyn Burt <Wilyango Super Fund A/C>	168,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Guardian Assurance Pty Ltd	166,667	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Gerard Burns	166,666	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Paul Joseph Balsarini and Mrs Annette Marie Balsarini <Provident Fund A/C>	166,666	12 months from date of issue (being until 29 November 2014)
Managed Accounts	TPC Consulting Pty Ltd	146,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr John Davies and Mrs Beth Davies <Davies Super Fund A/C>	146,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	TPC Consulting Pty Ltd	133,333	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Sam Hargreaves Orr	120,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Yaron Shamgar	120,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Cencoll Pty Ltd <JM Wholesale Family Trust>	111,333	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr John Boorne and Mrs Jeannene Boorne <Boorne Super Fund A/C>	83,333	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Graham Robert Brown	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Alexander Paul Hutchinson	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Jian Situ	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Futurity Ascent Pty Ltd	80,000	12 months from date of issue (being until 29 November 2014)

Managed Accounts	Colvic Pty Ltd	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Coates SMSF Pty Ltd <Coates Family Pension A/C>	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Christopher Ian Switzer <C Switzer Family A/C>	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Benjamin John Thompson	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Simon William Tritton <Investment A/C>	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	BS Insurance & Investment Pty Ltd<Brian Sprake Family S/F A/C>	80,000	12 months from date of issue (being until 29 November 2014)
Managed Accounts	Mr Robert Ewan McGregor	36,640	12 months from date of issue (being until 29 November 2014)

This is Annexure B of 1 page referred to in ASIC Form 603 (Notice of Initial Substantial Holder) lodged by Managed Accounts Holdings Limited ACN 128 316 441.

Company Secretary

Dated: 24 June 2014

Voluntary Escrow Agreements

Holder of relevant interest	Registered holder of securities/ Person entitled to be registered as holder	Number of ordinary shares	Address of registered holder
Managed Accounts	Parmms Enterprises Pty Ltd ATF Parmms Investment Trust	4,677,644	13 Creswick Street, Balwyn, 3103, VIC
Managed Accounts	Parmms Enterprises Pty Ltd ATF Collins Family Sfund	1,051,274	13 Creswick Street, Balwyn, 3103, VIC
Managed Accounts	Starmay Superannuation Pty Ltd ATF the Starmay Super Fund A/C Don Sharp Pension Account	4,066,460	19 Wybalena Road, Hunters Hill, 2110, NSW
Managed Accounts	Starmay Superannuation Pty Ltd ATF the Starmay Super Fund A/C Colin John Scully	4,066,460	19 Wybalena Road, Hunters Hill, 2110, NSW
Managed Accounts	Donald Financial Enterprises Pty Ltd ATF The Elysum Trust	3,060,562	19 Wybalena Road, Hunters Hill, 2110, NSW
Managed Accounts	Valebark Pty Ltd ATF The Scully Investment Trust	3,060,562	8 Poincianna Avenue, Sapphire, 2450, NSW
Managed Accounts	Mr David Alan Heather + Mrs Panayota Heather < Heather Super Fund>	247,143	14 Heber Street, Hurstville, 2220, NSW
Managed Accounts	Mr David Alan Heather	242,857	14 Heber Street, Hurstville, 2220, NSW
Managed Accounts	Mr Paul La Macchia	1,828,572	1 Lyall Street, Leichhardt, 2040, NSW

This is Annexure C of 10 pages referred to in ASIC Form 603 (Notice of Initial Substantial Holder) lodged by Managed Accounts Holdings Limited ACN 128 316 441.

Company Secretary

Dated: 24 June 2014

Voluntary Escrow Deed

Managed Accounts Holdings Limited

Gadens Lawyers
77 Castlereagh Street
SYDNEY NSW 2000

T +61 2 9931 4999
F +61 2 9931 4888
Ref 33619524

Voluntary Escrow

Dated

Parties

1. **Managed Accounts Holdings Limited** ACN 128 316 441 of Suite 2, Level 4, 8- 10 Loftus Street, Sydney NSW (**Issuer**).

2. The entity specified in Item 1 of the Schedule (**Holder**).

3. The entity or entities specified in Item 2 of the Schedule, if any (**Controller**).

Background

A. The Issuer intends to be admitted to the official list of ASX.

B. The Holder and the Controller have provided Issuer with all the information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this document.

C. The Issuer, the Holder and the Controller enter this document for commercial reasons, and each party has agreed to put voluntary restrictions on the Securities on the terms set out in this document.

Operative provisions

1. Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.

2. Escrow restrictions

2.1 Holder restrictions

During the Escrow Period, the Holder must not do any of the following:

(a) dispose of, or agree or offer to Dispose of, the Securities;

(b) create, or agree or offer to create, any security interest in the Securities;

(c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Securities; or

(d) participate in a return of capital made by the Issuer.

2.2 Controller restrictions

During the Escrow Period, a Controller must not do any of the following:

(a) dispose of, or agree or offer to Dispose of, the Controller's Interests;

(b) create, or agree or offer to create, any security interest in the Controller's Interests; 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 the Controller's Interests.

2.3 Holder obligations

(a) If the Securities are kept on a certificated share registry, the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Escrow Period.

(b) If the Securities are kept on an issuer sponsored sub-register, the Holder agrees in writing to the application of a holding lock to the Securities.

3. Warranties

3.1 Warranties

(a) If only the Holder and Issuer are parties to this document, one of the following applies:

(i) the Holder is an individual;

(ii) the Holder has no Controller;

(iii) the Holder has the Controller(s) set out in Item 2 of the Schedule with the interests identified in Item 5 of the Schedule, and each Controller comes within an exception set out in rule 9.1.4 of the Listing Rules.

The Holder gives this warranty.

(b) If the Holder, Issuer and any Controller(s) are parties to this agreement, the Holder has the Controller(s) set out in Item 2 of the Schedule with the interests identified in Item 5 of the Schedule, and any Controller(s) who is not a party to this document comes within an exception set out in rule 9.1.4 of the Listing Rules. The Holder and each Controller give this warranty.

(c) If Item 6 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the Securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2.1 of this document if done or omitted during the Escrow Period. The Holder gives this warranty.

(d) If Item 7 of the Schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the Controller's Interests are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the Controller has not done, or omitted to do, any act which would breach clause 2.2 of this document if done or omitted during the Escrow Period. Each Controller gives this warranty.

3.2 Breach of warranty

A breach of any of these warranties is a breach of this document.

4. Consequences of breaching this document

4.1 Breach or potential breach

(a) If it appears to Issuer that the Holder or a Controller may breach this document, the Issuer may take any steps necessary to prevent the breach, or to enforce the document.

(b) If the Holder or a Controller breaches this document, each of the following applies:

(i) the Issuer may take any steps it considers necessary to enforce the document, or to rectify the breach;

(ii) the Issuer may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities. This is in addition to other rights and remedies of the Issuer;

(iii) the Holder of the Securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

5. General provisions

5.1 Costs

Each party must pay its own costs in relation to:

(a) the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made; and

(b) the performance of any action by that party in compliance with any liability arising,

under this document, or any agreement or document executed or effected under this document, unless this document provides otherwise.

5.2 Duties

(a) The Issuer must promptly within the initial applicable period prescribed by law pay any duty payable in relation to the execution, performance and registration of this document, or any agreement or document executed or effected under this document.

(b) The Issuer must indemnify the Holder and the Controller against any loss incurred by the Holder and the Controller in relation to any duty specified in this provision, whether through default by Issuer under this provision or otherwise.

5.3 Assignment

A party must not transfer any right or liability under this document without the prior consent of each other party, except where this document provides otherwise.

5.4 Notices

(a) Any notice to or by a party under this document must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.

(b) Any notice may be served by delivery in person or by post or transmission by facsimile to the address or number of the recipient specified in this provision or most recently notified by the recipient to the sender.

(c) Any notice is effective for the purposes of this document upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00 pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next day following delivery or receipt.

5.5 Governing law and jurisdiction

The laws of the State of New South Wales apply to this document. The Issuer, the Holder and the Controller submit to the jurisdiction of the courts of the State of New South Wales.

5.6 Precontractual negotiation

This document:

(a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and

(b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

5.7 Further assurance

Each party must execute any document and perform any action necessary to give full effect to this document, whether before or after performance of this document.

5.8 Continuing performance

(a) The provisions of this document do not merge with any action performed or document executed by any party for the purposes of performance of this document.

(b) Any representation in this document survives the execution of any document for the purposes of, and continues after, performance of this document.

5.9 Waivers

Any failure by any party to exercise any right under this document does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

5.10 Remedies

The rights of a party under this document are cumulative and not exclusive of any rights provided by law.

5.11 Severability

Any provision of this document which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this document or the validity of that provision in any other jurisdiction.

5.12 Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

5.13 Party acting as trustee

If a party enters into this document as trustee of a trust, that party and its successors as trustee of the trust will be liable under this document in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity. The party warrants that at the date of this document:

(a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;

(b) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this document on behalf of the trust and that this document is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust;

(c) no restriction on the party's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

6. Definitions and interpretation

6.1 Definitions

In this document unless the context otherwise requires:

ASX means ASX Limited;

Controller's Interests mean the Securities, substantial economic interest or other interests in the Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 5 of the Schedule;

Dispose has the meaning given in the listing rules of the ASX;

Escrow Period means the period set out in item 3 of the Schedule;

Listing Rules mean the listing rules of the ASX; and

Securities means the securities specified in item 4 of the Schedule (as appropriately adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the entity) and any securities attaching to or arising out of those securities that are Restricted Securities because of the definition of Restricted Securities in the Listing Rules**.**

6.2 Interpretation

In this document unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) a reference to a party includes its successors, personal representatives and transferees;

(c) clause and subclause headings are for reference purposes only;

(d) the singular includes the plural and vice versa;

(e) words denoting any gender include all genders;

(f) where a word or phrase is defined its other grammatical forms have a corresponding meaning;

(g) any reference to a party to this document includes its successors and permitted assigns;

(h) any reference to any agreement or document includes that agreement or document as amended at any time;

(i) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;

(j) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;

(k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;

(m) reference to an item is a reference to an item in the schedule to this document;

(n) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;

(o) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;

(p) when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done and the money paid on the immediately preceding Business Day; and

(q) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

6.3 Cross-referred definitions

Words and expressions defined in the Listing Rules, and not in this document, have the meanings given to them in the Listing Rules.

Schedule

Item 1
Holder's name and address

Item 2
Each Controller's name and address

Item 3
Escrow Period

Item 4
Particulars of restricted securities

Item 5
Particulars of Controller's Interest

Item 6
Particulars of security interests over restricted securities

Item 7
Particulars of security interests over Controller's Interest

Executed as a deed

Signed sealed and delivered on behalf of **Managed Accounts Holdings Limited** in the presence of:

Secretary/Director	Director
Print name	Print name

Signed sealed and delivered on behalf of in the presence of:

Secretary/Director	Director
Print name	Print name

Signed sealed and delivered by in the presence of:

Witness

Print name

Print address