

Arnold Bloch Leibler

Lawyers and Advisers

Level 21
333 Collins Street
Melbourne
Victoria 3000
Australia
DX38465 Melbourne
www.abl.com.au
Telephone
61 3 9229 9999
Facsimile
61 3 9229 9900

Facsimile

Attention **ASX Market Announcements Office**
Company **ASX Limited**
Fax No. **1300 135 638**

Our Ref JDL
File No. 011583291

Contact
Jeremy Leibler
Direct 61 3 9229 9744
Facsimile 61 3 9916 9523
jleibler@abl.com.au

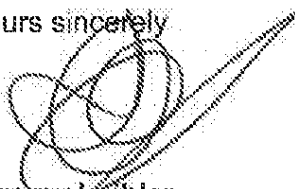
From **Jeremy Leibler**
Date **16 May 2017**
Subject **Praemium Ltd (ASX: PPS)
Form 605: Notice of ceasing to be a
substantial holder**
Total pages **16 (including cover sheet)**



MELBOURNE
SYDNEY

Please see attached notice under section 671B of the *Corporations Act 2001* (Cth).

Yours sincerely


Jeremy Leibler
Partner

If you do not receive this message in full, please notify by telephoning 61 3 9229 9999.

This facsimile contains privileged and confidential information intended only for the addressee.

If you are not the addressee, or the person responsible for delivering it to the addressee, you may not copy or deliver this facsimile to anyone else or use or disseminate any of the information contained in this facsimile.

If you receive this facsimile by mistake, please notify us immediately by telephone and return the original facsimile and all copies thereof to us by post.

We will reimburse any reasonable costs you incur in notifying us and in returning the facsimile to us.

Thank you.

Form 605Corporations Act 2001
Section 671B**Notice of ceasing to be a substantial holder**

To Company Name/Scheme **PRAEMIUM LIMITED (ASX Code: PPS)**
ACN/ARSN **098 405 826**

1. Details of substantial holder(1)Name **Each of the parties listed in Annexure A (each a Ceasing Holder)**

ACN/ARSN (if applicable)

The holder ceased to be a substantial holder on 12/05/2017The previous notice was given to the company on 15/03/2017The previous notice was dated 14/03/2017**2. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
12/05/2017	Each Ceasing Holder	Each Ceasing Holder no longer has a relevant interest in the ordinary securities held by Paradise Investment Management Pty Ltd ACN 090 148 619 as trustee for the Paradise Micro Investment Fund A/C PSMCAE (Paradise) and each other Ceasing Holder (each Ceasing Holder, together with Paradise, is a Requisitioner). This is because each Ceasing Holder no longer has control over each Requisitioner's rights to vote in respect of their ordinary shares under the cooperation deed entered into between the Requisitioners and dated 14 March 2017 (Cooperation Agreement), a copy of which is attached at Annexure B. This is because the Cooperation Agreement terminated with immediate effect from the conclusion of the extraordinary general meeting of Praemium Limited on 12 May 2017. Paradise continues to have a substantial holding in Praemium Limited and will file a separate notice in respect of that holding.	In consideration for each party having performed its obligations under the Cooperation Agreement.	68,764,438 ordinary securities	68,764,438

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Each of the Requisitioners	Each Requisitioner has now ceased to be an associate of each Ceasing Holder as the Cooperation Agreement terminated with immediate effect from the conclusion of the extraordinary general meeting of Praemium Limited on 12 May 2017. Accordingly, each Ceasing Holder is no longer acting in concert with, or party to a relevant agreement with, each other Requisitioner in respect of Praemium Limited.

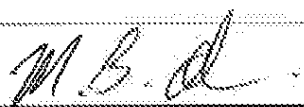
4. Addresses

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

Name	Address
Each of the parties listed in Annexure A	Refer to Annexure A
Paradise Investment Management Pty Ltd ACN 090 148 619 as trustee for the Paradise Micro Investment Fund A/C PSMCAE	Level 27, Chifley Tower, 2 Chifley Square, Sydney NSW 2000

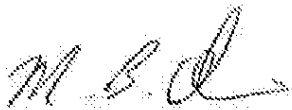
Signature

print name Michael Bernard Ohanessian capacity

sign here  date 16 May 2017

Annexure "A" to Form 605

This is Annexure "A" of one page referred to in Form 605 - Notice of ceasing to be a substantial holder signed by me and dated 16 May 2017.

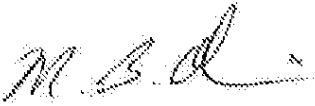


Signed by
Michael Bernard Ohanessian

Name	Address
Mr Michael Bernard Ohanessian	Unit 4, 22 Abinger Street, Richmond VIC 3121
Mr Michael Ohanessian & Mrs Candace Ohanessian as trustees for the M & C Ohanessian S/F A/C	Unit 4, 22 Abinger Street, Richmond VIC 3121
Australian Ethical Investment Ltd ACN 003 188 930 as trustee for the Australian Ethical Australian Shares Fund and the Australian Ethical Emerging Companies Fund	Level 8, 130 Pitt Street, Sydney NSW 2000
Supertec Pty Ltd ACN 138 618 498 as trustee for the TAG Small Cap Fund A/C	7 Dover Street, Richmond VIC 3121

Annexure "B" to Form 605

This is Annexure "B" of 12 pages referred to in Form 605 - Notice of ceasing to be a substantial holder signed by me and dated 16 May 2017.



Signed by
Michael Bernard Ohanessian

Arnold Bloch Leibler

Lawyers and Advisers

Cooperation Deed - Praemium Limited

14 MARCH

2017

Mr Michael Bernard Ohanessian

Mr Michael Ohanessian & Mrs Candace Ohanessian as trustees for the M & C Ohanessian S/F A/C

Paradice Investment Management Pty Ltd ACN 090 148 619 as trustee for the Paradice Micro Investment Fund (A/C PSMCAE)

Australian Ethical Investment Ltd ACN 003 188 930 as trustee for the Australian Ethical Australian Shares Fund and the Australian Ethical Emerging Companies Fund

Supertco Pty Ltd ACN 138 618 498 as trustee for the Tag Small Cap Fund A/C

Arnold Bloch Leibler
Lawyers and Advisers

Level 21 333 Collins Street | **Melbourne** | Victoria 3000 Australia
Level 24 Chifley Tower 2 Chifley Square | **Sydney** | NSW 2000 Australia

www.abl.com.au

Ref: JDL:JUH 011903633
ABL/5648016



THIS DEED is made on

14 MARCH

2017

PARTIES

MR MICHAEL BERNARD OHANESSIAN
of Unit 4, 22 Abinger Street, Richmond VIC 3121

and

**MR MICHAEL OHANESSIAN & MRS CANDACE OHANESSIAN AS TRUSTEES FOR
THE M & C OHANESSIAN S/F A/C**
of Unit 4, 22 Abinger Street, Richmond VIC 3121

and

**PARADICE INVESTMENT MANAGEMENT PTY LTD AS TRUSTEE FOR THE
PARADICE MICRO INVESTMENT FUND (A/C PSMCAE)**
ACN 090 148 619
of Level 27, Chifley Tower, 2 Chifley Square, Sydney NSW 2000
("Paradice")

and

**AUSTRALIAN ETHICAL INVESTMENT LTD AS TRUSTEE FOR THE AUSTRALIAN
ETHICAL AUSTRALIAN SHARES FUND AND THE AUSTRALIAN ETHICAL
EMERGING COMPANIES FUND**
ACN 003 188 930
of Level 8, 130 Pitt Street, Sydney NSW
("Australian Ethical")

and

SUPERTCO PTY LTD AS TRUSTEE FOR THE TAG SMALL CAP FUND A/C
ACN 138 618 498
of 7 Dover Street, Richmond VIC 3121

BACKGROUND

- A As at the date of this document, each of the parties (or their nominees) are the registered holders of Shares.
- B The parties wish to act in concert with each other in relation to the calling of the EGM and passing of the Resolutions in accordance with the terms of this Deed.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this document, unless the context requires otherwise:

"**Bank**" means a corporation authorised by law to carry on the general business of banking in Australia.

"**Business Day**" means a day on which Banks are open for general banking business in Melbourne, excluding Saturdays, Sundays and public holidays.

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

"**EGM**" means an extraordinary general meeting of members of Praemium to be called and at which Praemium's members will vote on the Resolutions.

"**Praemium**" means Praemium Limited ACN 095 405 826.

"**Relevant Interest**" has the meaning given in Chapter 6 of the Corporations Act.

"**Resolutions**" means members resolutions to remove the Company's existing directors, to remove any directors appointed after the date of this document but before the EGM, and appoint the following as directors in their place:

- (a) Mr Barry Lewin;
- (b) Mr Stuart Robertson; and
- (c) Mr Daniel Lipshut.

"**Shares**" means an ordinary share in the capital of Praemium.

1.2 Words and expressions

In this document, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this document;
- (e) a reference to this document includes any schedules or annexures;
- (f) the background or recitals to this document are adopted as and form part of this document;
- (g) a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (h) a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;
- (i) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (j) words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (k) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification or re-enactment of the legislation;
 - (ii) any legislative provision substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and

- (iii) where relevant, corresponding legislation in any Australian State or Territory;
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this document or any part of it; and
- (m) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation.

2 EGM

2.1 EGM

The parties agree to act in concert in relation to the calling of the EGM and the passing of the Resolutions.

2.2 Information

The parties agree to provide all relevant information to the other parties for the purpose of clause 2.1.

2.3 Voting agreement

The parties acknowledge and agree that at the EGM, each party must vote any Shares held by them (or direct their nominee to vote, as applicable, all Shares) in favour of those Resolutions.

3 Shares

3.1 Changes in Shares

Until the termination of this document, each party undertakes to notify the other parties promptly (and in any event by the next Business Day) of any change to its Relevant Interest in Shares.

3.2 20% prohibition

The parties agree that no party may make an acquisition of a Relevant Interest in Shares, where the acquisition would result in any party's "voting power" (as defined in the Corporations Act) in Praemium increasing to 20% or higher.

3.3 Prohibition on further acquisitions

Each party acknowledges and agrees that after the date of this document, it may not without the prior written consent of each other party, make an acquisition of a Relevant Interest in any Shares on issue in Praemium, except for:

- (a) Paradise; and
- (b) Australian Ethical,

who may, after the date of this document, each separately acquire a Relevant Interest in no more than 1% of the total Shares on issue in Praemium.

4 Termination

4.1 Termination with immediate effect

This document will automatically terminate with immediate effect:

- (a) on any date agreed upon by the parties; or
- (b) immediately following the end of the EGM.

4.2 Termination by one party

A party may (**Notifying Party**), by written notice to each other party terminate the Notifying Party's obligations under this document, with immediate effect from delivery of that notice, after which the terms of this document, other than clauses 1.1, 5, 6 and 7, will not apply in respect of the Notifying Party.

4.3 Effect of termination

Termination of this document under this clause 4 (or any clauses of this document giving a party a right of termination) does not affect any accrued rights or remedies of any party.

5 Publicity

No party will make or authorise a public announcement or communication relating to the existence, subject matter or terms of this document unless:

- (a) it has the prior written consent of the other parties; or
- (b) it is required to do so by law or stock exchange rules and gives the other parties reasonable notice of the intended announcement or communication.

6 Notices

6.1 Method

All notices, requests, demands, consents, approvals, offers, agreements or other communications ("**notices**") given by a party under or in connection with this document must be:

- (a) in writing;
- (b) signed by a person duly authorised by the sender or, where transmitted by e-mail, sent by a person duly authorised by the sender;
- (c) directed to the intended recipient's address (as specified in clause 6.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by e-mail to that address.

6.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, either:
 - (i) on the day on which the relevant postal service estimates delivery will occur; or
 - (ii) on the first day of the period during which the relevant postal service estimates delivery will occur,

based on the most recent estimate published by the relevant postal service as at the date on which the notice is sent; or

- (c) if transmitted by e-mail, within 2 hours of sending the email (unless the sender receives an error message confirming that transmission has not occurred),

but if the delivery or transmission is not on a Business Day or is after 5.00pm (recipient's time) on a Business Day, the notice is taken to be received at 9.00am (recipient's time) on the next Business Day.

6.3 Address of parties

Unless varied by notice in accordance with this clause 6, the parties' addresses and other details are:

Party: Mr Michael Bernard Ohanessian
Attention: Michael Ohanessian
Address: Unit 4, 22 Abinger Street, Richmond VIC 3121
E-mail: mbohanessian@yahoo.com.au

Party: Mr Michael Ohanessian & Mrs Candace Ohanessian as trustees for the M & C Ohanessian S/F A/C
Attention: Michael Ohanessian
Address: Unit 4, 22 Abinger Street, Richmond VIC 3121
E-mail: mbohanessian@yahoo.com.au

Party: Paradise
Attention: Rishi Khilnani and Peter Manley
Address: Level 27, Chifley Tower, 2 Chifley Square, Sydney, NSW
E-mail: Rishi.Khilnani@paradice.com and peter.manley@paradice.com.au

Party: Australian Ethical
Attention: Tom May
Address: Level 8, 130 Pitt Street, Sydney NSW
E-mail: tmay@australianethical.com.au

Party: Supertco Pty Ltd as trustee for the TAG Small Cap Fund A/C
Attention: Michael Smolders
Address: 7 Dover Street, Richmond VIC 3121
E-mail: michael@abercrombiegroup.com.au

7 General

7.1 Entire Agreement

This document constitutes the entire agreement between the parties in relation to its subject matter. All prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to that subject matter are replaced by this document and have no further effect.

7.2 Amendment

This document may not be amended or varied unless the amendment or variation is in writing signed by all parties.

7.3 Assignment

No party may assign, transfer or otherwise deal with this document or any right or obligation under this document without the prior written consent of each other party.

7.4 Further assurances

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this document and the transactions contemplated by it (including, but not limited to, the execution of documents).

7.5 Counterparts

This document may be executed in any number of counterparts and all counterparts taken together will constitute one document.

7.6 Electronic delivery of document

If a party delivers an executed counterpart of this document or any other document executed in connection with it ("**Relevant Document**") by facsimile or other electronic means:

- (a) the delivery will be deemed to be an effective delivery of an originally executed counterpart; and
- (b) the party will still be obliged to deliver an originally executed counterpart, but the failure to do so will not affect the validity or effectiveness of the Relevant Document.

7.7 Governing law and jurisdiction

This document will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED

**SIGNED SEALED and DELIVERED by MR)
MICHAEL BERNARD OHANESSIAN in the)
presence of)**

Raphael Leibler
Signature of witness

M. B. O.
Michael Bernard Ohanessian

RAPHAEL LEIBLER
Name of witness (print)

**SIGNED SEALED and DELIVERED by MR)
MICHAEL OHANESSIAN & MRS)
CANDACE OHANESSIAN AS TRUSTEES)
FOR THE M & C OHANESSIAN S/F A/C**

M. B. O.
Michael Ohanessian

Candace O.
Candace Ohanessian

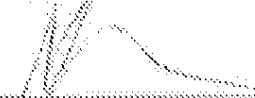
Raphael Leibler
Witness

Raphael Leibler
Witness

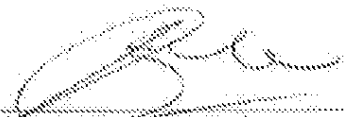
RAPHAEL LEIBLER
Name of Witness

RAPHAEL LEIBLER
Name of Witness

EXECUTED by PARADICE INVESTMENT)
MANAGEMENT PTY LTD AS TRUSTEE)
FOR THE PARADICE MICRO
INVESTMENT FUND (A/C PSMCAE)

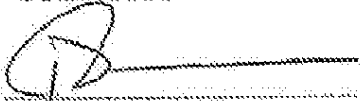

Signature of director

MATTHEW RIORDAN
Name of director (print)

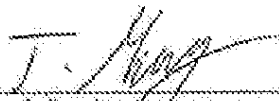

Signature of director / company secretary
(delete as applicable)

John Lake
Name of director / company secretary (print)

EXECUTED by AUSTRALIAN ETHICAL
INVESTMENT LTD AS TRUSTEE FOR
THE AUSTRALIAN ETHICAL
AUSTRALIAN SHARES FUND AND THE
AUSTRALIAN ETHICAL EMERGING
COMPANIES FUND



Signature of director



Signature of director / company secretary
(delete as applicable)

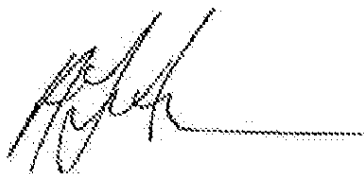
PHILLIP VERNON

Name of director (print)

TOM MAY

Name of director / company secretary (print)

**EXECUTED by SUPERTCO PTY LTD AS
TRUSTEE FOR THE TAG SMALL CAP
FUND A/C** by its sole director and sole
company secretary)
)
)



Signature of sole director and sole company
secretary

ANDREW JAMES ABERCROMBIE

Name of sole director and sole company
secretary (print)