

KING & WOOD
MALLESONS

Level 33
Waterfront Place
1 Eagle Street
Brisbane QLD 4000
Australia

T +61 7 3244 8000
F +61 7 3244 8999

www.kwm.com

14 November 2017

To Market Announcements Office
ASX Limited
Exchange Centre, 20 Bridge Street
Sydney NSW 2000

Company Secretary
SG Fleet Group Limited
Level 2, 20 Bridge Street
Pymble NSW 2073

By Facsimile: 1300 135 638

By Facsimile: 02 9899 9233

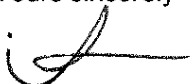
Dear Sir / Madam

SG Fleet Group Limited (ASX: SGF) – Notice of Change of Interests of Substantial Holder

We act for Bluefin Investments Limited ("**Bluefin Investments**").

Attached is a Form 604 Notice of Change of Interests of Substantial Holder in relation to the above company lodged on behalf of Bluefin Investments.

Yours sincerely



Isaac Evans | Senior Associate
King & Wood Mallesons

T +61 7 3244 8125 | M +61 438 433 287

isaac.evans@au.kwm.com

This communication and any attachments are confidential and may be privileged.

Form 604Corporations Act 2001
Section 671B**Notice of change of interests of substantial holder**To Company Name/Scheme SG FLEET GROUP LIMITEDACN/ARSN 167 554 574**1. Details of substantial holder (1)**Name BLUEFIN INVESTMENTS LIMITED AND SUPER GROUP LIMITEDACN/ARSN (if applicable) N/A

There was a change in the interests of the substantial holder on

10 / 11 / 2017

The previous notice was given to the company on

29 / 08 / 2017

The previous notice was dated

28 / 08 / 2017**2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid Ordinary Shares	136,699,219	53.98%	142,249,219	55.27%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate 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 (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
31 August 2017	Bluefin Investments Limited and Super Group Limited	On-market acquisition	See Annexure A	See Annexure A	See Annexure A
11 September 2017	Bluefin Investments Limited and Super Group Limited	Dilution in voting power due to an increase in the issued capital of SG Fleet Group Limited	N/A	See Annexure A	See Annexure A
10 November 2017	Bluefin Investments Limited and Super Group Limited	Entry into a relevant agreement to acquire 5,500,000 fully paid ordinary shares (s.608(8) of the Corporations Act) A copy of the relevant agreement is attached as Annexure B	See Annexure A	See Annexure A	See Annexure A

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Bluefin Investments Limited	Bluefin Investments Limited	Bluefin Investments Limited	Registered Holder (s.608(1) of the Corporations Act)	142,249,219 Fully Paid Ordinary Shares	142,249,219
Super Group Limited	Bluefin Investments Limited	Bluefin Investments Limited	Controls Bluefin Investments Limited (s.608(3) of the Corporations Act)	142,249,219 Fully Paid Ordinary Shares	142,249,219

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) 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
N/A	

6. Addresses

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

Name	Address
Bluefin Investments Limited	3 rd Floor Barkley Wharf, Le Caudan Waterfront, Port Louis, Mauritius
Super Group Limited	27 Impala Road, Chislehurst, Sandton, South Africa 2196

Signature

print name

S. KOVACS

capacity

DIRECTOR

sign here



date 13/11/2017.

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
 - (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) 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.
 - (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A

SG Fleet Group Limited ACN 167 554 574

This is Annexure A of 1 page/s referred to in Form 604 Notice of change of interests of substantial holder

Signature

print name

S. KOVACS

capacity

DIRECTOR.

sign here



date 13/11/2017

Changes in relevant interests

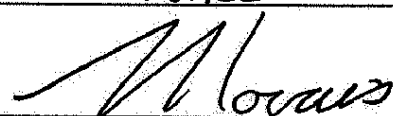
Date of change	Consideration given in relation to change (A\$)	Class and number of securities affected (Fully Paid Ordinary Shares)	Person's votes affected
31 August 2017	\$203,185	50,000	50,000
11 September 2017	N/A (Dilution in voting power due to an increase in the issued capital of SG Fleet Group Limited)	136,749,219	136,749,219
10 November 2017	\$21,120,000	5,500,000	5,500,000

Annexure B

SG Fleet Group Limited ACN 167 554 574

This is Annexure B of 24 page/s referred to in Form 604 Notice of change of interests of substantial holder

Signature

print name S. KOVACS capacity DIRECTOR.
sign here  date 3/11/2017

Relevant Agreement

KING & WOOD
MALLESONS

Share Sale and Purchase Agreement

The parties referred to in Schedule 1 ("**Sellers**")

Bluefin Investments Limited ("**Buyer**")

King & Wood Mallesons

Level 33

Waterfront Place

1 Eagle Street

Brisbane QLD 4000

Australia

T +61 7 3244 8000

F +61 7 3244 8999

DX 311 Brisbane

www.kwm.com

60-7002-6731

Share Sale and Purchase Agreement

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Share Sale and Purchase Agreement

Details

Parties

Sellers	Name	The parties listed in Schedule 1
	Address	As set out in Schedule 1
Buyer	Name	Bluefin Investments Limited
	Address	3 rd Floor, Barkley Wharf, Le Caudan Waterfront, Port Louis, Mauritius
	Email	[REDACTED]
	Attention	[REDACTED]
Company	SG Fleet Group Limited ABN 40 167 554 574	
Shares	The issued shares in the capital of the Company agreed to be sold under this document, and as set out in Schedule 1	
Purchase Price	The amount payable by the Buyer to each of the Sellers for their Shares, and as set out in Schedule 1	
Governing law and jurisdiction	New South Wales (see clause 13.1)	
Recitals	A	The Sellers are the registered holders and beneficial owners of the Shares.
	B	The Sellers have agreed to sell, and the Buyer has agreed to buy, the Shares on the terms of this document.

Share Sale and Purchase Agreement

General terms

1 Definitions and interpretation

1.1 Definitions

Unless the contrary intention appears these meanings, together with the meanings in the Details, apply:

Business Day means a day on which banks are open for general banking business in New South Wales (not being a Saturday, Sunday or public holiday in that place).

Buyer Parent Entity means Super Group Limited (Registration Number 1943/016107/06).

Completion means completion of the sale and purchase of the Shares in accordance with clause 4 and **Complete** has a corresponding meaning.

Completion Date means 5 Business Days after the satisfaction of the Condition Precedent or any other date agreed by the Sellers and the Buyer.

Computershare means Computershare Investor Services Pty Limited ABN 48 078 279 277, Level 4, Carrington Street, Sydney, New South Wales 2000.

Condition Precedent means the condition precedent set out in clause 3.

Conditions Date means 8 December 2017 or such other date as agreed between the Sellers and the Buyer.

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

Costs means costs, charges and expenses, including those incurred in connection with advisers and any legal costs on a full indemnity basis.

Encumbrance means:

- (a) any security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;
- (b) any "security interest" as defined in sections 12(1) or (2) of the *Personal Property Security Act 2009* (Cth);
- (c) any holding lock (as that term is defined in the Settlement Operating Rules issued by ASX Settlement Pty Limited ABN 49 008 504 532); and
- (d) any similar restriction on the transfer of securities, and any agreement to create any of them or allow them to exist.

Respective Proportion means the proportion which the number of each Seller's Shares bear to the total number of the Shares.

Share Transfer Form means a share transfer form to be completed by each Seller in respect of its Shares, in the form set out in Annexure A.

Warranties means the warranties and representations set out in Schedule 2 and **Warranty** has a corresponding meaning.

1.2 General interpretation

Headings and labels used for definitions are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this document:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (c) a reference to a document also includes any variation, replacement or novation of it;
- (d) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (e) a reference to "**person**" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (f) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (g) a reference to a time of day is a reference to Sydney, New South Wales time;
- (h) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (i) a reference to "**law**" includes common law, principles of equity and legislation (including regulations);
- (j) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (k) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- (l) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (m) a reference to any thing (including an amount) is a reference to the whole and each part of it; and
- (n) if a party must do something under this document on or by a given day and it is done after 5.00pm on that day, it is taken to be done on the next day.

2 Sale and purchase of Shares

2.1 Sale and purchase

The Sellers agree to sell the Shares to the Buyer and the Buyer agrees to buy the Shares from the Sellers, for the Purchase Price, at and with effect from the Completion Date on the terms and conditions of this document.

2.2 Title and risk

Title to and risk in the Shares passes from the Sellers to the Buyer on the Completion Date.

2.3 Free from Encumbrance

The Shares must be transferred to the Buyer free from any Encumbrance and with all rights, including dividend rights, attached or accruing to them on and from the date of this document.

2.4 Purchase Price

The Purchase Price for the Shares is the amount stated in the Details. The Purchase Price will be paid at Completion by the Buyer to the Sellers in accordance with clause 4.3(b).

2.5 More than one seller

If there is more than one Seller, then:

- (a) **(references to "Seller" and "Shares")** references to the "Seller" mean each of those persons and references to "Shares" means, in relation to each person, the shares in the Company described opposite that person's name in Schedule 1;
- (b) **(liability)** the liability of each Seller under this document is individual, in their Respective Proportion;
- (c) **(payments)** any payment to be made by the Buyer to the Sellers will be paid to the account nominated by each Seller as set out in Schedule 1; and
- (d) **(simultaneous Completion)** the Buyer is not obliged to proceed to Completion unless each Seller Completes simultaneously.

3 Condition Precedent

3.1 Condition Precedent

Completion is conditional on the Buyer and the Buyer Parent Entity obtaining all approvals, authorisations and consents necessary or required to give effect to the purchase of the Shares by the Buyer, including all authorisations required under the exchange control regulations of South Africa.

3.2 Reasonable endeavours

The Buyer must use its reasonable endeavours to obtain the satisfaction of the Condition Precedent. The Buyer must keep the Sellers informed of any circumstances which may result in the Condition Precedent not being satisfied in accordance with its terms.

3.3 Waiver of Condition Precedent

The Condition Precedent is for the benefit of the Buyer and may be waived by the Buyer (subject to any conditions the Buyer thinks fit to impose) by written notice to the Sellers.

4 Completion

4.1 Time and place of Completion

Completion will take place on the Completion Date.

4.2 Sellers' obligations

On the Completion Date, each Seller must deliver to Computershare a duly completed and executed Share Transfer Form in favour of the Buyer for its Shares, together with any consents or other documentation required to effect the transfer of its Shares (including the documentation referred to in section C of the Share Transfer Form).

4.3 Buyer's obligations

On the Completion Date, the Buyer must:

- (a) deliver to Computershare a duly executed counterpart of each Share Transfer Form referred to in clause 4.2; and
- (b) pay the Purchase Price, together with its portion of any fees and costs payable to Computershare in accordance with clause 10.2, into the following account:

Account Name: [REDACTED]

BSB: [REDACTED]

Account Number: [REDACTED]

4.4 Obligations on the Completion Date

The Buyer and the Sellers must co-operate and do all things reasonably necessary to procure that Computershare:

- (a) processes the transfer of the Shares from the Sellers to the Buyer and registers the Shares in the name of the Buyer on the Completion Date, in accordance with the Share Transfer Forms;
- (b) pays into the account of each Seller (as set out in Schedule 1) the Purchase Price on the Completion Date, after deducting the Sellers' portion of any fees and costs payable to Computershare in accordance with clause 10.2; and
- (c) delivers to the parties a holding statement in respect of their Shares in the Company within 3 Business Days after the Completion Date.

4.5 Acknowledgements

By entering into this document:

- (a) the Buyer and the Sellers authorise and instruct Computershare to deduct from its trust account on the Completion Date their respective portions of any fees and costs payable to Computershare in accordance with clause 10.2; and
- (b) the Buyer authorises and instructs Computershare to pay into the account of each Seller (as set out in Schedule 1) the Purchase Price payable for the Shares owned by that Seller (less any amounts deducted by Computershare in accordance with clause 4.5(a) on account of that Seller) immediately after it has received:
 - (i) duly completed Share Transfer Forms for the Shares, executed by the Buyer and the Sellers; and
 - (ii) all other documents required by Computershare to complete the transfer of the Shares from the Sellers to the Buyer.

5 Warranties

5.1 Accuracy

Each Seller represents and warrants to the Buyer that each Warranty is correct and not misleading in any material respect on the date of this document and will be correct and not misleading in any material respect on the Completion Date, as if made on and as at each of those dates, to the extent the Warranty relates to the Shares owned by that Seller.

5.2 Separate Warranties

Each Warranty is to be treated as a separate representation and warranty. The interpretation of any statement made may not be restricted by reference to or inference from any other statement.

6 Buyer's warranties

The Buyer represents and warrants to the Sellers that each of the following statements is correct and not misleading in any material respect on the date of this document and will be correct and not misleading, in any material respect, as at the Completion Date as if made on and as at each of those dates:

- (a) **(status)** it has been incorporated or formed in accordance with the laws of its place of incorporation or formation, is validly existing under those laws and has power and authority to own its assets and carry on its business as it is now being conducted;
- (b) **(power)** it has power to enter into this document, to comply with its obligations under it and exercise its rights under it;
- (c) **(no contravention)** the entry by it into, its compliance with its obligations and the exercise of its rights under, this document do not and will not conflict with:
 - (i) its constituent documents or cause a limitation on its powers or the powers of its directors to be exceeded;

- (ii) any law binding on or applicable to it or its assets (including without limitation, Chapter 6 of the Corporations Act) ; or
- (iii) any Encumbrance or document binding on or applicable to it;
- (d) **(authorisations)** subject to clause 3.1, it has in full force and effect each authorisation necessary for it to enter into this document, to comply with its obligations and exercise its rights under it, and to allow them to be enforced; and
- (e) **(validity of obligations)** its obligations under this document are valid and binding and are enforceable against it in accordance with its terms.

7 Seller as trustee

7.1 Application of this clause

This clause applies to any Seller that is acting as a trustee of a trust (a "Trustee Seller").

7.2 Trustee acknowledgment

Each Trustee Seller acknowledges that it enters into this agreement in its capacity as trustee of the trust.

7.3 Enforcement against a Trustee Seller

- (a) Where a Trustee Seller acts in its capacity as a trustee of the relevant trust, the liability of the Trustee Seller under this agreement in respect of that capacity is limited to and can be enforced against the Trustee Seller only to the extent to which it can be satisfied out of the assets of the trust out of which the Trustee Seller is indemnified.
- (b) Subject to clause 7.3(c), the limitation in clause 7.3(a) applies despite any other provisions in this agreement in respect of a Trustee Seller in its capacity as a trustee.
- (c) None of the limitations on the liability of any Trustee Seller in this agreement, including in clauses 7.3(a) and 7.3(b), apply to any claim against any Trustee Seller to the extent that the liability of the Trustee Seller in respect of that claim arises from fraud, wilful misconduct, dishonesty or deliberate non-disclosure.

7.4 Trustee representations and warranties

Each Trustee Seller represents and warrants to the Buyer that in relation to the trust of which it is a trustee:

- (a) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
- (b) it has the power under the terms of the trust to enter into and comply with its obligations under this agreement including the power to sell the Shares;
- (c) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this agreement and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in

respect of which the Trustee Seller has a right to be indemnified out of the trust assets;

- (d) it is not and has never been in default under the terms of the trust; and
- (e) no action has been taken or proposed to terminate the trust.

8 Default and termination

8.1 Termination of agreement for non-satisfaction of Condition Precedent

If, by the Conditions Date:

- (a) the Condition Precedent is not satisfied and has not been waived by the Buyer pursuant to clause 3.3; or
- (b) any consent or approval required under the Condition Precedent is not granted on terms acceptable to the Buyer,

this document may be terminated at any time by notice given by one party to the other parties.

8.2 Failure by a party to Complete

If a party does not Complete, other than as a result of default by another party, a non-defaulting party may give the defaulting party notice requiring it to Complete within 14 days of receipt of the notice. If the defaulting party does not Complete within this period, the non-defaulting party may choose either to seek specific performance or terminate this document. In either case, the non-defaulting party may seek damages for the default.

8.3 Effect of termination

If this document is terminated under clause 8.1 or clause 8.2 then, in addition to any other rights, powers or remedies provided by law each party retains the rights it has against any other party in connection with any breach or claim that has arisen before termination.

The termination of this document under this clause does not affect any other rights the parties have against one another at law or in equity and clause 9, clause 10 and clause 11 survive termination.

9 Confidentiality

9.1 Agreement to remain confidential

Subject to clause 9.2, the parties must keep confidential the existence and terms of this document and their negotiations.

9.2 Announcements

No public announcement or communication relating to the existence and terms of this document or the negotiations of the parties may be made or authorised by a party unless:

- (a) each party gives its written approval;

- (b) the disclosure is to the disclosing party's employees, consultants, professional advisors, bankers, financial advisors and financiers or to a person whose consent or approval is required under this document, or for a transaction contemplated by it (including, for the avoidance of doubt, in relation to the Condition Precedent); or
- (c) the disclosure is made to comply with any applicable law or the requirements of any regulatory body (including any relevant stock exchange).

10 Costs and stamp duty

10.1 Legal costs

The parties agree to pay their own Costs in connection with the preparation, negotiation, execution and completion of this document, except for amounts covered by clause 10.2.

10.2 Computershare costs

- (a) Any fees and costs payable to Computershare in respect of this agreement or the transactions contemplated by it shall be borne equally by the Buyer and Sellers.
- (b) For the avoidance of doubt, it is intended that any fees and costs associated with the transfer of the Shares from each Seller to the Buyer will be borne equally by that Seller and the Buyer.

11 GST

11.1 Definitions and interpretation

For the purposes of this clause 11:

- (a) "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) words and phrases which have a defined meaning in the GST Act have the same meaning when used in this clause 11, unless the contrary intention appears; and
- (c) unless otherwise expressly stated in this document, all consideration to be provided under this document is exclusive of GST.

11.2 Payment of GST

- (a) If GST is payable, or notionally payable, on a supply made under or in connection with this document, the party providing the consideration for the supply must pay to the supplier an additional amount equal to the amount of GST payable on that supply ("GST Amount").
- (b) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided.

- (c) This clause does not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge.

11.3 Adjustment events

If an adjustment event arises for a supply made under or in connection with this document, the GST Amount must be recalculated to reflect that adjustment, the supplier or the recipient (as the case may be) must make any payments necessary to reflect the adjustment and the supplier must issue an adjustment note.

11.4 Reimbursements

Any payment, reimbursement, indemnity or similar payment that is required to be made under this document which is calculated by reference to an amount paid by another party shall be reduced by the amount of any input tax credits which the other party (or the representative member of any GST group of which the other party is a member) is entitled. If the reduced payment is consideration for a taxable supply, clause 11.2 will apply to the reduced payment.

11.5 Survival

This clause 11 does not merge on Completion and continues to apply after expiration or termination of this document.

12 Notices

12.1 Form and delivery

Notices and other communications in connection with this document must be:

- (a) in writing;
- (b) delivered to or sent to the address or email address referred to in the Details in the case of the Buyer, and Schedule 1 in the case of the Sellers; and
- (c) if the intended recipient has notified changed contact details, sent to the changed contact details.

12.2 When taken to be received

Communications are taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by post, 2 Business Days after posting (or 10 days after posting if sent from one country to another);
- (c) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
- (d) if sent by email:
 - (i) when the sender receives an automated message confirming delivery; or

- (ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed,

whichever happens first.

13 General

13.1 Governing law and jurisdiction

The law in force in the place specified in the Details governs this document. The parties submit to the non-exclusive jurisdiction of the courts of that place.

13.2 Variation and waiver

A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

13.3 Consents, approvals or waivers

Giving any approval, consent or waiver does not give any representation or warranty as to any circumstance in connection with the subject matter of the consent, approval or waiver.

13.4 Discretion in exercising rights

Unless this document expressly states otherwise, a party may exercise a right, power or remedy or give or refuse its consent, approval or a waiver in connection with this document in its absolute discretion (including by imposing conditions).

13.5 Partial exercising of rights

Unless this document expressly states otherwise, if a party does not exercise a right, power or remedy in connection with this document fully or at a given time, they may still exercise it later.

13.6 Remedies cumulative

The rights, powers and remedies in connection with this document are in addition to other rights, powers and remedies given by law independently of this document.

13.7 Inconsistent law

To the extent the law permits, this document prevails to the extent it is inconsistent with any law.

13.8 Supervening law

Any present or future law which operates to vary the obligations of a party in connection with this document with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

13.9 Counterparts

This document may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document.

13.10 Representations and undertakings continue

Each representation, warranty and undertaking in this document is a continuing obligation despite Completion.

13.11 Further steps

Each party agrees, at its own expense, to do anything each other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this document and the transactions contemplated by it.

13.12 Assignment or other dealings

A party may not assign or otherwise deal with its rights under this document or allow any interest in them to arise or be varied without the consent of the other parties which consent must not be unreasonably withheld.

13.13 Severability

If the whole or any part of a provision of this document is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this document has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this document or is contrary to public policy.

13.14 Rules of construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this document or any part of it.

Share Sale and Purchase Agreement

Schedule 1 Sellers

Name	SRN	Contact details	Shares	Purchase Price	Account
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Share Sale and Purchase Agreement

Schedule 2 Warranties

1 Shares

1.1 Title

The Seller is the registered owner of the Shares. The beneficial owner of the Shares is [REDACTED]

1.2 No Encumbrance

There are no Encumbrances over the Shares.

1.3 No restriction

There is no restriction on the transfer of the Shares to the Buyer on the terms of this document.

1.4 Consents

The Seller has obtained all consents necessary to enable it to transfer the Shares to the Buyer.

1.5 No third party

No person other than the Buyer (in accordance with the terms of this agreement) has, or will have, any right (including without limitation, any option or right of first refusal) to acquire any of the Shares.

2 Seller's power and authority

2.1 Authority

The Seller has taken all action which is necessary to authorise it to enter into and perform its obligations under this document.

2.2 Power

The Seller has power, without any further consent of any other person, to enter into and perform its obligations under this document.

2.3 Binding obligations

This document constitutes legal, valid and binding obligations of the Seller, enforceable against it in accordance with its terms.

2.4 No contravention

This document and the performance by the Seller of its obligations under it, do not breach any applicable law or any Encumbrance or document which is binding on the Seller.

Share Sale and Purchase Agreement

Signing page

EXECUTED as an agreement.

DATED: 10 November 2017

EXECUTED by [redacted])

[redacted] in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by
authority of its directors:

[redacted])
Signature of director)

[redacted])
Name of director (block letters))

[redacted])

Signature of director/company
secretary)

[redacted])
Name of director/company secretary
(block letters))

EXECUTED by [redacted])

[redacted] in accordance with section
127(1) of the Corporations Act 2001
(Cth) by authority of its directors.

[redacted])
Signature of director)

[redacted])
Name of director (block letters))

[redacted])

Signature of director/company
secretary)

[redacted])
Name of director/company secretary
(block letters))

EXECUTED by BLUEFIN
INVESTMENTS LIMITED by its duly
authorised officer in the presence of:

Signature of witness)

Name of witness (block letters))

Signature of authorised officer)

Name of authorised officer (block
letters))

Share Sale and Purchase Agreement

Signing page

EXECUTED as an agreement

DATED: 10 November 2017

EXECUTED by [redacted])
 [redacted])
 in)
 accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by)
 authority of its directors:)

Signature of director

Name of director (block letters)

Signature of director/company secretary

Name of director/company secretary (block letters)

EXECUTED by [redacted])
 [redacted])
 in accordance with section)
 127(1) of the *Corporations Act 2001*)
 (Cth) by authority of its directors:)

Signature of director

Name of director (block letters)

Signature of director/company secretary

Name of director/company secretary (block letters)

EXECUTED by BLUEFIN)
 INVESTMENTS LIMITED by its duly)
 authorised officer in the presence of:)

Signature of witness

Name of witness (block letters)

Signature of authorised officer

Name of authorised officer (block letters)

Share Sale and Purchase Agreement

Annexure A Share Transfer Form

Return your information:**By Mail:**

Computershare Investor Services Pty Limited
GPO Box 5026 Melbourne
Victoria 8060 Australia

Enquiries:

(within Australia) 1300 850 505
(international) 61 3 9415 4000



www.investorcentre.com/contact

Registered
Name(s)

Registered
Address

Securityholder Reference Number (SRN)

Use a **black pen**.
Print in **CAPITAL** letters.

A B C

1 2 3

Please read the following instructions carefully before completing this form

The Standard Transfer Form you requested is included in this booklet. It is important that the Transfer Form is accurate and complete and all requirements have been met to avoid the form being returned to you for correction or further action.

When should you NOT use this form?

Do not use this form if you are buying/selling/transferring broker sponsored/CHESS securities. You must contact your broker to perform this transaction. To check whether you have a broker sponsored/CHESS holding, you should look at your Holder Identification Number. If the number begins with an "X" or "L" you will need to contact your broker.

What to do if you hold certificates

If the holding is certificated, please enclose the original certificate(s) with the transfer form when it is returned for registration. If the original certificate(s) are not provided, the transfer may be returned.

If you are unable to locate your certificates please contact Computershare on the above number.

Do you need to complete more than one Transfer Form?

You must complete and return a separate Transfer Form for each class of security and each registered holding. For example, if you are transferring ordinary fully paid shares and also options, you will require two Transfer Forms.

How do I complete the form?

Carefully read and follow the instructions for Sections A, B and C when completing the form.

What if I make a mistake when I'm completing the form?

If you make any alteration to the form, it **MUST** be initialled by both the Seller(s) and the Buyer(s). If you increase the amount of securities being transferred or you use correction fluid or tape, we cannot accept the transfer, even if it has been initialled. You will need to complete a new Transfer Form.

Who do I contact if I need help with completing the Transfer Form?

If you have any questions about this form or require further assistance please contact Computershare on the above number.

Where do I return the form?

The original transfer form must be returned to Computershare. We cannot accept a copy, fax or email, so return it by post to the address above. **DO NOT DETACH any part of this form.** All pages must be returned. If all pages are not returned, we may not be able to register the transfer.

Your checklist – what you need to do to complete this form**Section A**

Follow the instructions in Section A carefully to complete the Transfer Form.

Section B

A fee of AU\$69.00 (per transfer, inclusive of GST) is payable for security validation services prior to the registration of each transfer. For more information please refer to the Terms and Conditions in this document.

Where **multiple transfers** are submitted together for the **same seller** or joint sellers at the **same time**, a single AU\$69.00 fee may be charged. This will only apply for transfers where the seller's registered name and address details are exactly the same on each transfer.

A fee is **not payable** if securities are being transferred directly from a **deceased estate** either to the executor(s) or directly to the beneficiaries of the estate

Section C

For security validation purposes the seller(s) must provide copies of originally certified documentation to verify their identity. Section C outlines documentation that **must** be returned depending on the type of holding and the registered details of the seller(s) and instructions to certify documents.

Section C - Documentation Requirements (these are only required to be submitted for the SELLER)

This section provides details of the documentation that must be returned with the transfer form depending on the type of holding and the registered details of the seller(s).

If you are unsure of the Identification Documentation requirements for your type of holding or you do not have the requested documents, please contact Computershare on 1300 850 505 or +61 3 9415 4000.

Holder Type	Holder Type Example	Identification Documents that MUST be provided
Individual	SAM SAMPLE OR SAM SAMPLE <SMITH FAMILY A/C>	> Original certified copy of current driver's licence or passport
Joint	SAM SAMPLE + JANE SMITH OR SAM SAMPLE + JANE SMITH <SMITH FAMILY A/C>	> Original certified copy of current driver's licence or passport for each registered holder
Company	ABC PTY LIMITED OR ABC PTY LIMITED <SMITH FAMILY A/C>	> Original certified copy of the most recent Company Statement issued by ASIC and original certified copy of current driver's licence or passport for each Officeholder who has signed the transfer form. Please ensure that the Company Key on your Company Statement is masked so that it is not visible
	ABC PLC OR ABC PLC <SMITH FAMILY A/C>	OR > Foreign registered companies must provide a document issued by the relevant foreign registration body outlining current Officeholders and original certified copy of current driver's licence or passport for each Officeholder or joint holder who has signed the transfer form

Important Note:

Where the transfer form has been signed under **Power of Attorney**, the Power of Attorney must have already been lodged with Computershare or an original certified copy must be provided with the transfer form. Additionally, ALL required Identification Documentation outlined above must be provided for the seller(s). If the seller(s) include a company, then Identification Documentation must be provided for any two of the Officeholders listed in the Company Statement or equivalent document (unless there is a Sole Director or Sole Director/Secretary in which case documentation for that Officeholder only is required).

HOW TO CERTIFY YOUR DOCUMENT

1. The document must be certified by someone who has permission to do so under State law such as Justice of the Peace, Chartered Accountant, Postmaster etc.
2. The certifying officer's name, position and contact number must be clearly stated on the document.
3. All pages of the document must be certified.
4. The certification must contain a statement to the effect that it is a 'true and correct copy' of the original.
5. The stamp and/or statement and signature of the authorised person must be original. No photocopies or faxes of the certification are acceptable.

THE FOLLOWING ARE EXAMPLES OF INDIVIDUALS WHO MAY CERTIFY A DOCUMENT:

- > Chartered accountant (C.A)
- > Diplomatic or consular officer
- > Certified practicing accountant (C.P.A)
- > Barrister or solicitor or a clerk to a barrister and solicitor
- > Postmaster
- > Sheriff or a deputy sheriff
- > Australian Defence Force officer
- > Notary public
- > Justice of the Peace
- > Commissioner for affidavits or declarations
- > Member of the police force
- > Officer of the court-Magistrates, County or Supreme
- > Legally qualified medical practitioner
- > Minister of Parliament of the Commonwealth or the State Government
- > Pharmacist
- > A Fellow of the Institute of Legal Executives (Victoria only)
- > Manager of a bank, building society or credit union
- > Marriage celebrant-civil or religious

Important note: Computershare will not accept documents certified by individual(s) who are also signatories to the requested transaction.

The list of persons, outlined above, able to certify documents is only intended as a guide and should in no way be regarded as a complete list of approved certifiers under federal and state laws.

Terms & Conditions

1. By submitting an off-market transfer form to Computershare Investor Services Pty Ltd (ABN 48 078 279 277) (**Computershare**) and requesting that Computershare proceed to register the transfer, you agree to be bound by these terms and conditions.
2. Computershare will conduct reasonable security validation checks (**Services**) on receipt of an off-market transfer form (with requested accompanying documentation) and in consideration for payment of the designated fee. The designated fee will be published on Computershare's website www.investorcentre.com or can be otherwise obtained by contacting Computershare on 1300 850 505 or +61 3 9415 4000.
3. Computershare will require a reasonable time to perform the Services and process the transfer and this may take longer than the standard processing time of 3 business days, particularly for international transfers.
4. Computershare reserves the right to request additional information in circumstances where a transfer form has not been properly completed or where the transfer appears to be improper or unauthorised and to delay or refuse processing the transfer in those circumstances.
5. Computershare performs the Services as a reasonable precaution to reduce the risk that a transfer is fraudulent, unauthorised or improper, however, Computershare's processing, accepting or registering a transfer is not equivalent to a guarantee or any assurance that the transfer is genuine, effective or has been authorised.
6. Nothing in these terms and conditions operates to exclude, restrict or modify the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010* or any other applicable statute, where to do so would contravene that statute, or cause any part of these terms and conditions to be void (**Non-excludable Obligation**).
7. If a transfer is withdrawn for a reason other than a material breach of these terms and conditions by Computershare, or contravention of a Non-Excludable Obligation by Computershare, Computershare is entitled to retain any fee already provided.
8. Subject to clause 6 above, Computershare will not be liable to you or any third party for any loss or damage, including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity or indirect or consequential loss or damage suffered or incurred due to:
 - (a) delays in processing, or a refusal to process, the transfer; or
 - (b) Computershare registering a transfer in good faith which is subsequently shown to be fraudulent, unauthorised or improper.
9. These terms and conditions are governed by the laws of the State within the Commonwealth of Australia in which the services are performed by Computershare.

Privacy notice

Personal information is collected by Computershare for the purpose of conducting reasonable security checks and maintaining registers of securityholders as required or permitted by the *Corporations Act 2001* and other legislation. Your personal information may be disclosed to our related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. It may also be disclosed to other service providers for the purpose of undertaking independent verification of the information provided, including by means of electronic verification. You acknowledge that Computershare and its service providers may perform checks against third party electronic data sources and use your personal information to assist with the verification of your identity. If you would like details of your personal information held by Computershare, or you would like to correct information that is inaccurate, incorrect or out of date, please contact Computershare using the details provided on the front of this form or e-mail privacy@computershare.com.au.

DO NOT DETACH