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Our ref AXD:ADN:



22 May 2018

By email

Market Announcement Office
ASX Limited
20 Bridge Street
Sydney NSW 2000

Dear Sir / Madam

Notice of Change of Interests of Substantial Holder – GTN Limited

We refer to the letter from GTCR Gridlock II (Cayman), L.P. (**GTCR**) released by GTN Limited (ACN 606 841 801) (**GTN**) on 16 May 2018 which noted the sale of 20,000,000 ordinary shares in GTN pursuant to block trade agreement.

In accordance with section 671B of the *Corporations Act 2001* (Cth), we lodge a Form 604 (Notice of change of interests of substantial holder) with ASX Limited (Market Announcements Office) in relation to GTN for and on behalf of:

- GTCR Gridlock II (Cayman), L.P. (**GTCR**);
- GTCR Partners X/A&C AIV L.P. in its capacity as general partner of each of GTCR Fund X/A AIV, LP. (**GTCR Fund X/A**) and GTCR Fund X/C AIV, LP. (**GTCR Fund X/C**); and
- GTCR Investment X AIV Ltd in its capacity as general partner of GTCR Co-Invest X AIV, LP. (**GTCR Co-Invest**),

(GTCR Fund X/A, GTCR Fund X/C and GTCR Co-Invest are collectively the **GTCR Funds**).

As of this change, the GTCR and the GTCR Funds have a relevant interest in 89,063,081 ordinary shares in GTN representing 39.6% of the voting power in GTN.

Yours sincerely

A handwritten signature in cursive script that reads 'Gilbert + Tobin'.

Adam D'Andreti
Partner

Anna De Navi
Lawyer

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme GTN Limited (GTN)

ACN/ARSN 38 606 841 801

1. Details of substantial holder (1)

GTCR Gridlock II (Cayman), L.P. (GTCR)

Name

GTCR Partners X/A&C AIV L.P. in its capacity as general partner of each of GTCR Fund X/A AIV, L.P. (GTCR Fund X/A) and GTCR Fund X/C AIV, L.P. (GTCR Fund X/C)
GTCR Investment X AIV Ltd in its capacity as general partner of GTCR Co-Invest X AIV, L.P. (GTCR Co-Invest)
(collectively the GTCR Funds)

ACN/ARSN (if applicable)

N/A

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

18/05/2018

The previous notice was given to the company on

31/08/2017

The previous notice was dated

31/08/2017

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)
Ordinary	109,063,081	48.5%	89,063,081	39.6%

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
16/05/2018	GTCR	GTCR's relevant interest reduced on this date because of the sale of ordinary shares in accordance with a block trade agreement dated 16 May 2018 (Block Trade Agreement), a copy of which is annexed as Annexure A. This reduced GTCR's relevant interest in GTN under sections 608(1)(b) and 608(1)(c) of the Corporations Act 2001 (Cth) (Corporations Act).	\$2.00 per Ordinary share	20,000,000 ordinary shares	20,000,000

16/05/2018	GTCR Funds.	<p>The GTCR Funds' voting power is in excess of 20% of the interests in GTCR and under section 608(3)(b) of the Corporations Act are taken to have relevant interest that GTCR has pursuant to the ordinary shares in GTN held on behalf of GTCR by its nominee as a result of the GTCR Funds controlling GTCR.</p> <p>The GTCR Funds' relevant interest in GTN reduced as a result of GTCR's sale of ordinary shares under the Block Trade Agreement.</p>	N/A	20,000,000 ordinary shares	20,000,000
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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
GTCR	Merrill Lynch (Australia) Nominees Pty Ltd	GTCR	Relevant interest under sections 608(1)(b) and 608(1)(c) of the Corporations Act as the beneficial owner.	89,063,081 ordinary shares	89,063,081
GTCR Funds	Merrill Lynch (Australia) Nominees Pty Ltd	GTCR	Relevant interests under section 608(3)(b) of the Corporations Act as a result of the GTCR Funds controlling GTCR.	89,063,081 ordinary shares	89,063,081

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	N/A

6. Addresses

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

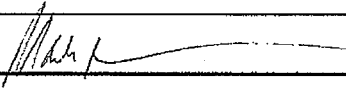
Name	Address
All persons named in this form	300 North LaSalle Street, Suite 5600, Chicago, IL, 60654

Signature

print name Mark Anderson

capacity Managing Director

sign here



date 22/06/2018

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
 - (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 on 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 – Block Trade Agreement dated 16 May 2018

This is Annexure A of 20 pages (including this page) referred to in Form 604 – Notice of change of interests of substantial holder.

COMMERCIAL-IN CONFIDENCE

16 May 2018

GTCR Gridlock II (Cayman), L.P.

**c/o GTCR LLC
300 North LaSalle Street
Suite 5600, Chicago, IL, 60654**

(the **Vendor**).

Dear Sirs

Sale of Shares in GTN Limited (ABN 38 606 841 801)

1. Introduction

This agreement sets out the terms and conditions upon which the Vendor engages Macquarie Capital (Australia) Limited (ABN 79 123 199 548) (**Lead Manager**) to dispose of 20,000,000 existing fully paid ordinary shares in **GTN Limited** (ABN 38 606 841 801) (**Company**) held by the Vendor as set out in Schedule 1 (**Sale Shares**) (**Sale**) and the Lead Manager agrees to procure the disposal of the Sale Shares and to provide underwriting thereof, subject to clause 2, in accordance with the terms of this agreement.

2. Sale of shares

2.1 Sale

The Vendor agrees to sell the Sale Shares and the Lead Manager agrees to:

- (a) manage the sale of the Sale Shares by procuring purchasers for the Sale Shares at the price of A\$2.00 per Sale Share (**Sale Price**); and
- (b) subject to clause 2.7, to underwrite and guarantee the sale of the Sale Shares by purchasing at the Sale Price per Sale Share the Sale Shares which have not been purchased by third party purchasers (or the Lead Manager's Affiliates) in accordance with clause 2.1(a) as at 10:00 am on the Trade Date (as defined in the Timetable in Schedule 2) (or such time as the parties agree in writing) (**Shortfall Shares**),

in accordance with the terms of this agreement. The Lead Manager acknowledges and agrees that the identity of purchasers, and the offers to them, will comply with the requirements of this clause 2 and, subject to the foregoing, may include the Lead Manager's respective Affiliates (as defined in clause 12.5).

2.2 Sale and Settlement Date

The Lead Manager will procure that the sale of the Sale Shares under clause 2.1 shall be effected:

- (a) subject to clause 2.2(b), on the Trade Date, by way of one or more special crossings (in accordance with the Operating Rules of ASX) at the Sale Price, with settlement to follow on a T+2 basis in accordance with the ASX Settlement Operating Rules (**Settlement Date**); and
- (b) in respect of any Restricted Shares (as defined in clause 2.7), in accordance with clause 2.8.

2.3 **Sale Shares**

Subject to clause 10, by 3.00pm on the Settlement Date, the Lead Manager shall arrange for the payment to the Vendor, or as the Vendor directs, of an amount equal to:

(a) the Sale Price multiplied by the number of Sale Shares being sold by the Vendor (excluding the number of Restricted Shares retained by the Vendor in accordance with clause 2.7, if any); less

(b) the fees payable under clause 3 (together with any GST payable on those fees),

by transfer to the Vendor's account for value (in cleared funds) against delivery of the Sale Shares (excluding the Restricted Shares, if any) being sold by the Vendor.

This payment is in addition to the payment of any Advance Amount to the Vendor pursuant to clause 2.8(a).

2.4 **Timetable**

The Lead Manager must conduct the Sale in accordance with the timetable set out in Schedule 1 (**Timetable**) (unless the Vendor consents in writing to a variation).

2.5 **Account Opening**

On or before the Trade Date, the Lead Manager or its nominated Affiliate will (where relevant) open respective accounts in the name of the Vendor in accordance with its usual practice, and do all such things necessary to enable it to act as Lead Manager to sell the Sale Shares in accordance with this agreement.

2.6 **Manner of Sale**

(a) **Conditions precedent** - The Lead Manager will have no obligations under clauses 2.1(b), 2.3 and 2.8 unless and until by the relevant time:

(i) the Vendor procures that at the time specified in the Timetable, the Company announces the Sale (including the Vendor's name and the number of Sale Securities to be sold under the Sale) and any Inside Information (each as defined in the Corporations Act) through the Company's ASX Announcement Platform.

(b) **Cleansing Notices** – The Vendor must, and must procure that the Company does, give to ASX cleansing statements pursuant to section 708A(5)(e)(ii) of the Corporations Act (as amended by ASIC Corporations (Sale Offers By Controllers) Instrument 2016/81):

(i) in respect of the sale of the Sale Shares, by 9.00am on the Business Day after the Trade Date; and

(ii) in respect of the sale of any Restricted Shares within the 5 Business Day period referred to in sections 708A(6)(a)(ii) of the Corporations Act (as amended by ASIC Class Order 08/25 as aforesaid) provided that this sub-clause (b) shall only apply if and to the extent that the Vendor remains a controller of the Company for the purposes of sections 707(5) of the Corporations Act at the time of sale of any Restricted Shares.

(c) **Exempt investors and permitted jurisdictions.** The Lead Manager will conduct the Sale by way of an offer only to persons:

(i) if in Australia, who do not need disclosure under Part 6D.2 of the Corporations Act 2001 (Cth) (**Corporations Act**); and

- (ii) if outside Australia, to institutional and professional investors in the Permitted Jurisdictions (as defined below) but not elsewhere (other than the United States in accordance with this agreement) to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which the Vendor, in its sole and absolute discretion, is willing to comply), as determined by agreement between the Vendor and the Lead Manager.

Permitted Jurisdictions means Australia, New Zealand, Belgium, Denmark, France, Germany, Hong Kong, Ireland, Italy, Luxembourg, Malaysia, Netherlands, Norway, Singapore, Sweden, Switzerland, United Arab Emirates (excluding Dubai International Financial Centre) and United Kingdom who are entitled to participate in the Offer pursuant to the laws of the relevant jurisdiction without registration, lodgment or other formality and may also be distributed to Eligible US Fund Managers (as defined in the ECM Master Terms).

Conduct and methodology. The Sale will be conducted by the Lead Manager in accordance with the Timetable, and via a bookbuild process under which third party purchasers will be invited to lodge bids for the Sale Securities at the Sale Price. Purchasers may include the Lead Manager related bodies corporate or Affiliates.

- (d) **Allocations.** Proposed allocations of the Sale Shares to purchasers must be made by the Lead Manager in consultation with the Vendor and its advisers.

2.7 Principal Shares

Notwithstanding anything else in this Agreement the number of Sale Shares which must be purchased by the Lead Manager under the terms of this Agreement (**Principal Shares**) will be the lesser of:

- (a) the Shortfall Shares; and
- (b) the maximum number of the Sale Shares that can be sold to the Lead Manager without breach by the Lead Manager or any of its associates of section 606 of the Corporations Act 2001 (Cth) (**Corporations Act**).

The Lead Manager warrants that the information it provides to the Vendor to enable it to calculate the number of Principal Shares in accordance with this clause 2.7 will, at the time it is given, be accurate. If the number of Principal Shares is less than the number of Shortfall Shares, such difference to be referred to in this Agreement as the "**Restricted Shares**", the Vendor agrees to retain any Restricted Shares, subject to the terms of this Agreement.

2.8 Restricted Shares

- (a) **Advance Amount.** By 3:00pm on the Settlement Date, the Lead Manager must advance to the Vendor an amount equal to the number of Restricted Shares (if any) multiplied by the Sale Price (**Advance Amount**). No interest will be payable on the Advance Amount. The Vendor must only repay the Advance Amount from and to the extent that the Vendor receives the proceeds of sale of the Restricted Shares. The outstanding Advance Amount will not be repayable in any circumstances in respect of Restricted Shares not sold by the End Date (as defined in clause 2.8(c) below) and the agency provided for in clause 2.8(c) will terminate at that time or at such earlier time when all Restricted Shares have been sold. If the Vendor receives a dividend or other distribution on a Restricted Share prior to the End Date, where that dividend or distribution was announced on or after the Trade Date, then the Vendor must pay the after-tax amount of the receipt to the Lead Manager in reduction of the Advance Amount applicable to that Restricted Share.

- (b) **Repayment.** The Lead Manager will automatically apply any proceeds of sale of the Restricted Shares as agent against repayment of the Advance Amount by the Vendor, immediately upon receipt of those proceeds.
- (c) **Restricted Shares.** If there are Restricted Shares, then the Lead Manager will sell, as agent for the Vendor, in the ordinary course of the Lead Manager's business, the Restricted Shares by the date that is 60 Business Days after the date of this Agreement (**End Date**). The Vendor must comply with directions of the Lead Manager to transfer Restricted Shares in order to settle any such sale, provided that all sales must be effected by 7.00 pm on the End Date;
- (d) **Execution of sale of Restricted Shares.** The Lead Manager agrees that the sale of the Restricted Shares will be effected by way of one or more special crossings in accordance with the Operating Rules of the ASX and the ASX Settlement Operating Rules, and/or by way of one or more regular brokered transactions on the ASX on the condition that neither it, nor any person acting on its behalf, knows, or has reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States. Settlement of Restricted Shares sold in this manner will occur on a T + 2 basis, (where T represents the date on which the relevant share was sold).
- (e) **Indemnity for Restricted Securities.** The Lead Manager must indemnify the Vendor for any shortfall between the actual price received for each Restricted Security sold (if any) as agent and the Sale Price in accordance with clause 2.8(c). Any such indemnified amount is to be paid to the Vendor by way of reduction to the Advance Amount.
- (f) **Interest in Restricted Shares.** The parties acknowledge that the Lead Manager does not acquire any interest in the Restricted Shares (if any) or any rights in them (by way of security or otherwise) in respect of them except as agent for the sale of those shares.

2.9 U.S. Securities Act

The Sale Shares shall only be offered and sold:

- (a) to persons that are not in the United States and acquire Sale Shares in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act of 1933 (**U.S. Securities Act**)) in reliance on Regulation S under the U.S. Securities Act (**Regulation S**); and
- (b) to persons in the United States or who are acting for the account or benefit of persons in the United States that are dealers or other professional fiduciaries organised, incorporated or (if an individual) resident in the United States that are acting for an account (other than an estate or trust) held for the benefit or account of persons that are not "U.S. persons" (as defined in Regulation S) for which they have, and are exercising, investment discretion within the meaning of Rule 902(k)(2)(i) of Regulation S (**Eligible U.S Fund Managers**) in reliance on Regulation S.

3. Fees and costs

- (a) In consideration of performing its obligations under this agreement the Lead Manager shall be entitled to such fees as the parties agree.
- (b) The parties will each bear their own legal costs (if any) and all their other out-of-pocket expenses (if any) in connection with this agreement and the transactions contemplated by it.

4. Representations and Warranties

4.1 Representations and warranties by the Vendor

As at the date of this agreement and on each day until and including the Settlement Date (or in the case where clause 2.7 applies in respect of the Lead Manager, 3 Business Days after the End Date), the Vendor represents and warrants to the Lead Manager (with respect to itself or its Sale Shares, as applicable) that each of the following statements is true, accurate and not misleading:

- (a) **(body corporate)** GTCR Gridlock Partners Ltd., the general partner of the Vendor, is a body corporate validly existing and duly established under the laws of its place of incorporation and the Vendor is an exempted limited partnership validly existing and duly established under the laws of the Cayman Islands;
- (b) **(capacity)** GTCR Gridlock Partners Ltd., on behalf of the Vendor as its general partner, has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** GTCR Gridlock Partners Ltd., on behalf of the Vendor as its general partner, has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise the Vendor's entry into this agreement and the Vendor's carrying out of the transactions that this agreement contemplates;
- (d) **(agreement effective)** this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (e) **(ownership, encumbrances)** it is the sole beneficial owner of the Sale Shares and will transfer (or procure the transfer) of the full legal and beneficial ownership of those Sale Shares free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company;
- (f) **(Sale Shares)** following sale by it, the Sale Shares will rank equally in all respects with all other outstanding ordinary shares of the Company, including their entitlement to dividends;
- (g) **(Cleansing statement):**
 - (i) in respect of the cleansing notice that it provides, the cleansing notice will include all 'excluded information', as defined in the Corporations Act known to the provider of the relevant cleansing notice;
 - (ii) in respect of the cleansing notice provided by the Company, so far as it is aware, that cleansing notice will include all 'excluded information', as defined in the Corporations Act; and
 - (iii) in the case of the cleansing notice issued that it provides, the cleansing notice will not be misleading or deceptive, including by omission and following the issue of cleansing notices, as contemplated by this agreement, the Sale Shares may be offered for sale on the financial market operated by ASX without disclosure to investors under Part 6D.2 of the Corporations Act;
- (h) **(power to sell)** it has the corporate authority and power to sell the Sale Shares under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Shares;
- (i) **(no insider trading offence)** at the time of execution of this Agreement by the Vendor, the sale of the Sale Shares will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act;
- (j) **(breach of law)** it will perform its obligations under this Agreement so as to comply with all applicable laws in Australia, including in particular the Corporations Act and the FATA, the United States of America and the jurisdictions specified in clause 2.6(a)(ii);

(Vendors U.S representations)

- (k) neither it, any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation) has offered or sold, or will offer or sell, any of the Sale Shares in the United States, using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act;
- (l) with respect to those Sale Shares sold in reliance on Regulation S, neither it, any of its Affiliates, or any person acting on behalf of any of them (other than the Company, the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act);
- (m) to the best of its knowledge, the Company is a 'foreign private issuer' as defined in Rule 405 under the U.S. Securities Act and there is no 'substantial U.S. market interest' (as defined in Rule 902(j) under the U.S. Securities Act) in the Sale Shares or any security of the same class or series as the Sale Shares;
- (n) neither it nor any of its Affiliates (excluding the Company) has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Shares in violation of any applicable law;
- (o) neither it, any of its Affiliates or any person acting on behalf of any of them (other than the Company, the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation or warranty), has solicited any offer to buy, offered to sell or sold, and none of them will solicit any offer to buy, offer to sell or sell in the United States or to, or for the account or benefit of, any person in the United States any security which could be integrated with the sale of the Sale Shares in a manner that would require the offer and sale of the Sale Shares to be registered under the U.S. Securities Act;
- (p) subject to compliance by the Lead Manager with its obligation under clauses 4.2(e) to 4.2(k) of this Agreement, it is not necessary to register the offer and sale of the Sale Shares, and the initial resale of the Sale Shares by the Lead Manager, in the manner contemplated by this Agreement under the U.S. Securities Act, it being understood that it makes no representation or warranty about any subsequent resale of the Sale Shares;

4.1 A - Remaining Shares

- (a) The Vendor represents that it has no current intention to, at any time on and from the date of this agreement and up to 30 days after the Settlement Date (the "**Relevant Period**"), Deal in all or any of the fully paid ordinary shares held by it in the Company ("**Remaining Shares**") after the Sale of the Sale Shares pursuant to this agreement, excluding:
 - (1) the sale of any Restricted Shares in accordance with this agreement; or
 - (2) a sale, transfer or disposal to an Affiliate of the Vendor who makes a representation to the Vendor on the date of such sale, transfer or disposal on the same terms as this clause 4.1A(a) in respect of the Remaining Shares sold, transferred or disposed. For the avoidance of doubt, any agreement by the Affiliate will be in respect of the remainder of the Relevant Period;
- (b) Each party to the agreement acknowledges that the representation in clause 4.1A(a) is a statement of intention only as at the date of this agreement and it:

- (1) is not intended to, and does not give the Lead Manager any power to dispose of, or control the disposal of, the Remaining Shares the subject of the representation; and
 - (2) has been provided to only address the financial consequences of the Vendor disposing of, or dealing with, any Remaining Shares held by it and accordingly any breach of the representation:
 - only gives rise to a right to damages and the parties acknowledge that, in such circumstances, damages are an adequate remedy for breach of the representation; and
 - does not entitle the Lead Manager to a remedy of specific performance and does not prevent or restrict any Dealing that may give rise to a breach of the representation in clause 4.1A(a).
- (c) For the purposes of clause 4.1A(a), “Deal” in respect of the Remaining Shares means:
- (1) sell, assign, transfer or otherwise dispose of;
 - (2) agree to offer to sell, assign, transfer or otherwise dispose of;
 - (3) enter into any option which, if exercised (whether such exercise is subject to conditions or otherwise), enables or requires the Vendor to sell, assign, transfer or otherwise dispose of; or
 - (4) decrease or agree to decrease an economic interest in,
- the Remaining Shares.

4.2 Representations and warranties of Lead Manager

As at the date of this Agreement and on each day until and including the Settlement Date (or in the case where clause 2.7 applies in respect of the Lead Manager, 3 Business Days after the End Date), the Lead Manager represents to the Vendor that each of the following statements is correct:

- (a) **(body corporate)** It is a body corporate validly existing and duly established and duly incorporated under the laws of its place of incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates; and
- (d) **(agreement effective)** this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

(Lead Manager U.S representations)

- (e) it acknowledges that the offer and sale of the Sale Shares have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, persons in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;
- (f) with respect to those Sale Shares sold in reliance on Regulation S, none of it, its Affiliates nor any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act); and

- (g) neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Shares in violation of any applicable law.

4.3 **Reliance**

Each party giving a representation and warranty acknowledges that the other parties have relied on the above representations and warranties in entering into this agreement and will continue to rely on these representations and warranties in performing their obligations under this agreement. The above representations and warranties continue in full force and effect notwithstanding completion of this agreement.

4.4 **Notification**

Each party agrees that it will tell the other parties immediately upon becoming aware of any of the following occurring prior to the completion of the sale of the Sale Shares:

- (a) any change affecting any of the foregoing representations and warranties; or
- (b) any of the foregoing representations or warranties becoming materially untrue or incorrect.

5. **Undertakings**

5.1 **Restricted Activities**

The Vendor undertakes to the Lead Manager to:

- (a) not, prior to settlement on the Settlement Date commit, be involved in or acquiesce in any activity which breaches:
 - (i) the Corporations Act and in any material respect any other applicable laws;
 - (ii) its constitution;
 - (iii) the ASX Listing Rules;
 - (iv) any legally binding requirement of ASIC or the ASX, as they apply to the Vendor; and
- (b) immediately notify the Lead Manager of any breach of any warranty or undertaking given by it under this Agreement;

each of these undertakings being material terms of this Agreement.

6. **Indemnity**

6.1 The Vendor agrees with the Lead Manager that it will keep the Lead Manager and its Affiliates and their respective directors, officers and employees (**Indemnified Parties**) indemnified against any direct or indirect losses, damages, liabilities, costs, claims, actions and demands (including any expenses arising in connection therewith on a dollar for dollar basis) (**Losses**) to the extent that such Losses are incurred in connection with this Agreement or as a result of a breach of this Agreement by the Vendor, including any breach of any of the above representations, warranties or undertakings given by the Vendor, and will reimburse the Lead Manager for all out of pocket costs, charges and expenses on a dollar for dollar basis which it may reasonably pay or incur in connection with investigating, disputing or defending any such action, demand or claim for which it is indemnified under this Agreement.

6.2 The indemnity in clause 6.1 does not extend to and is not to be taken as an indemnity against any Losses of an Indemnified Party to the extent any Losses are finally judicially determined to have resulted from:

- (a) any fraud, recklessness, wilful misconduct or gross negligence of the Indemnified Party;
- (b) any penalty or fine which the Indemnified Party is required to pay for any contravention of any law; or
- (c) any amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law;

save to the extent such Losses are caused, induced or contributed to by an act or omission of a third party or of the Vendor or a person acting on behalf of the Vendor.

- 6.3 The Vendor also agrees that no Indemnified Party will have any liability to the Vendor, any of its Affiliates or any of their respective directors, officers, employees, advisers, representatives or agents of any of them or any of the Vendor's security holders or creditors, for any Loss suffered by any of them in relation to any event to which the indemnity in clause 6.1 applies. This release does not apply to the extent that any Losses are finally judicially determined to have resulted from any fraud, recklessness, wilful misconduct or gross negligence of the Indemnified Party save to the extent such Losses are caused, induced or contributed to by an act or omission on the part of any unrelated third party or of the Vendor or a person acting on behalf of the Vendor.
- 6.4 The Vendor and each Indemnified Party must not settle any action, demand or claim to which the Indemnity in clause 6.1 relates without the prior written consent of the Vendor or the Lead Manager, as applicable, such consent not to be unreasonably withheld or delayed.
- 6.5 The indemnity in clause 6.1 and the release in clause 6.3 are continuing obligations, separate and independent from the other obligations of the parties under this Agreement and survive termination or completion of this Agreement. It is not necessary for the Lead Manager to incur expense or make payment before enforcing the indemnity.
- 6.6 The indemnity in clause 6.1 is granted to the Lead Manager both for itself and on trust for each of the Indemnified Parties.
- 6.7 Subject to clause 6.8, the parties agree that if for any reason the indemnity in clause 6.1, is unavailable or insufficient to hold harmless any Indemnified Party against any Losses against which the Indemnified Party is stated to be indemnified (other than expressly excluded), the respective proportional contributions of the Vendor and the Indemnified Party or the Indemnified Parties in relation to the relevant Losses will be as agreed, or failing agreement as determined by a court of competent jurisdiction, having regard to the participation in, instigation of or other involvement of the Vendor and the Indemnified Party or the Indemnified Parties in the act complained of, having particular regard to relative intent, knowledge, access to information and opportunity to correct any untrue statement or omission.
- 6.8 The Vendor agrees with each of the Indemnified Parties that in no event will the Lead Manager and its associated Indemnified Parties be required to contribute under clause 6.7 to any Losses in an aggregate amount that exceeds the aggregate of the fees paid to the Lead Manager under this Agreement.
- 6.9 If an Indemnified Party pays an amount in relation to Losses where it is entitled to contribution from the Vendor under clause 6.7 the Vendor agrees promptly to reimburse the Indemnified Party for that amount.
- 6.10 If the Vendor pays an amount to the Indemnified Parties in relation to Losses where it is entitled to contribution from the Indemnified Parties under clause 6.7 the Indemnified Parties must promptly reimburse the Vendor for that amount.

7. **Announcements**

- 7.1 Subject to clause 8, prior to announcement of the Sale, the Vendor and the Lead Manager will consult each other in respect of any material public releases by any of them concerning the sale of the Sale Shares. The prior written consent of the Vendor must be obtained prior to the

Lead Manager making any release or announcement or engaging in publicity in relation to the Sale of the Sale Shares and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction and are consistent with other publically available information in relation to the subject matter of the announcement.

- 7.2 The Lead Manager may, after completion of its other obligations under this Agreement, place advertisements in financial and other newspapers and journals at its own expense describing their service to the Vendor provided such advertisements are in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction and are consistent with other publicly available information in relation to the subject matter of the announcement and to the extent any such advertisements are distributed to the public, prior consent of the Vendor will be required.

8. Confidentiality

Each party agrees to keep the terms and subject matter of this agreement confidential, except:

- (a) where disclosure is required by applicable law, a legal or regulatory authority or the ASX Listing Rules;
- (b) disclosure is made to an adviser or to a person who must know for the purposes of this agreement, on the basis that the adviser or person keeps the information confidential; and
- (c) to a person to the extent reasonably necessary in connection with any actual or potential claim or judicial or administrative process involving that party in relation to the Sale.

9. Event of termination

9.1 Right of termination

If, at any time during the Risk Period (as defined in clause 9.4), any of the matters in this clause 8.1 occurs, then the Lead Manager may terminate this Agreement without cost or liability to itself at any time before the expiry of the Risk Period by giving written notice to the Vendor.

- (a) **(*) Breach:** The Vendor is in default of any of the terms and conditions of this Agreement or breaches any representation, warranty or undertaking given or made by it under this Agreement;
- (b) **ASX actions:** ASX does any of the following:
 - (i) announces that the Company will be removed from the official list of ASX or ordinary shares in the Company will be suspended from quotation (other than with the approval (not to be unreasonably withheld or delayed), or at the request, of the Lead Manager);
 - (ii) removes the Company from the official list; or
 - (iii) suspends the trading of ordinary shares in the Company for any period of time.
- (c) **ASIC inquiry:** ASIC issues or threatens to issue proceedings in relation to the Sale or commences, or threatens to commence any inquiry or investigation in relation to the Sale.
- (d) **(*) Banking moratorium.** A general moratorium on commercial banking activities in Australia, New Zealand, the United States, Hong Kong, Singapore or the United Kingdom is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries.

- (e) **(*) Change in law:** there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of the Commonwealth of Australia, a new law, or the Government of the Commonwealth of Australia, the Reserve Bank of Australia or any Minister or other governmental authority of the Commonwealth of Australia adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced before the date of this Agreement).

9.2 **Materiality**

No event listed in clause 8.1 that includes (*) entitles the Lead Manager to exercise its termination rights unless, in the bona fide opinion of the Lead Manager, it:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
 - (i) the willingness of persons to purchase the Sale Shares; or
 - (ii) the price at which ordinary shares in the Company are sold on the ASX; or
- (b) would reasonably be expected to give rise to a liability of the Lead Manager under the Corporations Act or any other applicable law.

9.3 **Effect of termination**

Where, in accordance with this clause 8, the Lead Manager terminates its obligations under this Agreement:

- (a) the obligations of the Lead Manager under this Agreement immediately end; and
- (b) any entitlements of the Lead Manager accrued under this Agreement, including the right to be indemnified, up to the date of termination survive.

9.4 **Risk Period**

For the purposes of this clause, the "Risk Period" means the period commencing on the execution of this Agreement and ending at 10.00am on the Trade Date (as defined in the Timetable).

10. **GST**

10.1 **Input Tax Credit**

Any fees which the parties agree to be payable to the Lead Manager and any other amounts payable to the Lead Manager under this Agreement are to be agreed and calculated to be exclusive of GST. However, if any amounts payable to the Lead Manager under this Agreement are calculated by reference to a cost or expense incurred by the Lead Manager, the amount payable to the Lead Manager under any other provision of this Agreement must be reduced by the amount of any input tax credit to which the Lead Manager reasonably determines it (or the representative member of the same GST group of which the Lead Manager is a member) is entitled for an acquisition in connection with that cost or expense.

10.2 **Tax invoice**

If any supply made under this Agreement is a taxable supply, the entity making the taxable supply (**Supplier**) must issue a valid tax invoice to the party providing the consideration for that taxable supply (**Recipient**). The tax invoice issued by the Supplier must comply with GST law and it should set out in detail (but not be limited to) the nature of the taxable supply, the consideration attributable to the taxable supply, the amount of GST payable by the Supplier in connection with the taxable supply and any other details reasonably requested by the Recipient. The GST amount means, in relation to a taxable supply, the amount of GST for which the Supplier is liable in respect of the taxable supply (**GST Amount**).

10.3 **Timing of Payment**

Subject to receipt of a valid tax invoice, the Recipient must pay the GST Amount in connection with a taxable supply made by the Supplier to the Recipient at the same time that the Recipient must provide the consideration for that taxable supply (under the other provisions of this Agreement), or if later, within 5 business days of the Recipient receiving a tax invoice for that taxable supply.

10.4 **Payment Differences**

If the GST payable by the Supplier in connection with the taxable supply differs from the GST Amount paid by the Recipient under this clause, the Supplier must repay any excess to the Recipient or the Recipient must pay any deficiency to the Supplier, as appropriate within 5 business days of the Supplier providing the Recipient with a written notification regarding the difference in the GST payable. Where the difference in the GST payable results from an adjustment event, the written document as provided by the Supplier under this clause must include an adjustment note or tax invoice as required by the GST law.

10.5 **Defined Terms**

The references to "GST" and other terms used in this Agreement (except Recipient and GST Amount) have the meaning given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time). However, any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 9.

10.6 **References**

A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

11. **Withholding Tax**

11.1 **Obligation to withhold**

If the Lead Manager is compelled by any applicable law to deduct any withholding, including pursuant to a Withholding Notice, the Lead Manager will:

- (a) withhold such amounts or make such payments as are required by applicable law;
- (b) provide the Vendor with written advice of the requirement, amount and timing of such withholding or payment;
- (c) within forty eight (48) hours of receipt, provide the Vendor with any copies of any available instructions or directions from any governmental authority under which sums are withheld and of any available receipts for amounts withheld or other evidence of sums withheld reasonably required by the Vendor; and
 - (i) the Vendor will have no claim against and hereby release the Lead Manager from and in respect of any sum of money lawfully withheld pursuant to this clause; and
 - (ii) the parties will provide such information and documentation as each party may reasonably require for the purposes of the clause.

11.2 **Foreign resident capital gains tax**

- (a) The Vendor makes a declaration under section 14-225 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) that the Sale Shares are not, and will not be, indirect Australian real property interests (as defined under the *Income Tax Assessment Act 1997* (Cth)) from the date of this agreement up to and including the Settlement Date.

- (b) The Lead Manager acknowledges the declaration made by the Vendor in clause 11.2(a) and, subject to law, will not withhold any amount in relation to a CGT Withholding Amount from any payments to be made to the Vendor in relation to the Sale Shares.
- (c) **CGT Withholding Amount** means amounts, if any, determined under section 14-200(3) of Schedule 1 to the Taxation Administration Act 1953 which may be payable to the Commissioner (as defined under the Taxation Administration Act 1953) under section 14-200(1) of Schedule 1 to the Taxation Administration Act 1953.

11.3 Refunds

Notwithstanding anything to the contrary in this clause, the Lead Manager shall pay to the Vendor within 10 Business Days of receipt, any withholding amounts released or refunded that were previously withheld or paid, including pursuant to a Withholding Notice, under this agreement.

11.4 Withholding Notices

Withholding Notice means a notice pursuant to section 255 of the Income Tax Assessment Act 1936 (Cth) or section 260-5 of the Taxation Administration Act 1953 (Cth).

12. Miscellaneous

12.1 Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.

12.2 Governing law

This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.

12.3 No assignment

No party may assign its rights or obligations under this agreement without the prior written consent of the other parties.

12.4 Notices

Any notice, approval, consent, agreement, waiver or other communication in connection with this agreement must be in writing.

12.5 Affiliates

In this agreement the term "Affiliates" means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities by contract or agency or otherwise and the term "person" is deemed to include a partnership.

12.6 Business Day

In this agreement "Business Day" means a day on which:

- (a) ASX is open for trading in securities; and
- (b) banks are open for general banking business in Sydney, Australia.

12.7 Interpretation

In this agreement:

- (a) headings and sub-headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (c) a reference to “dollars” and “\$” is to Australian currency;
- (d) a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, jointly and severally; and
- (e) all references to time are to Sydney, New South Wales, Australia time.

12.8 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

12.9 Waiver and variation

A provision of or right vested under this Agreement may not be:

- (a) waived except in writing signed by the party granting the waiver, or
- (b) varied except in writing signed by the parties.

12.10 No merger

The rights and obligations of the parties will not merge on the termination or expiration of this Agreement. Any provision of this Agreement remaining to be performed or observed by a party, or having effect after the termination of this Agreement for whatever reason remains in full force and effect and is binding on that party.

12.11 Counterparts

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

12.12 Acknowledgement

Each Vendor acknowledges that:

- (a) the Lead Manager is not obliged to disclose to the Vendor or utilise for the benefit of the Vendor, any non-public information which the Lead Manager obtains in the normal course of its business where such disclosure or use would result in a breach of any obligation of confidentiality and any internal Chinese wall policies of the Lead Manager;
- (b) without prejudice to any claim the Vendor may have against the Lead Manager, no proceedings may be taken against any director, officer, employee or agent of the Lead Manager in respect of any claim that the Vendor may have against the Lead Manager;
- (c) it is contracting with the Lead Manager on an arm's length basis to provide the services described in this agreement and the Lead Manager has not and is not

assuming any duties or obligations (fiduciary or otherwise) in respect of it other than those expressly set out in this Agreement.

- (d) in performing this Agreement, the Lead Manager will rely on the information provided to it by or on behalf of the Vendor and information in the public domain without having independently verified the same, and the Lead Manager does not assume any responsibility for the accuracy or completeness of such information for which, in the case of information provided to the Lead Manager by or on behalf of the Vendor, the Vendor will be solely responsible;
- (e) the Lead Manager may perform the services contemplated by this Agreement in conjunction with their respective Affiliates, and any Affiliates performing these services are entitled to the benefits of and are subject to the terms of this Agreement; and
- (f) the Lead Manager is a full service securities and corporate advisory firm and, along with its respective Affiliates, the Lead Manager is engaged in various activities, including writing research, securities trading, investment management, financing and brokerage activities and financial planning and benefits counselling for both companies and individuals. In the ordinary course of these activities, the Lead Manager, its Affiliates, employees and officers may be providing, or may be in the future providing, financial or other services to other parties with conflicting interests to the Vendor and may receive fees for those services and may actively trade the debt and equity securities (or related derivative securities) for the Lead Manager's own account and for the account of their customers and may at any time hold long and short positions in such securities.

Yours sincerely,

Signed for

Macquarie Capital (Australia) Limited

by its attorneys

Signature

Name

Position

Signature

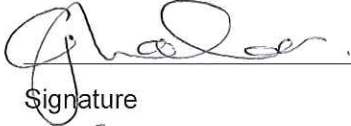
Name

Position

Signed for

Macquarie Capital (Australia) Limited

by its attorneys



Signature

Georgina Lator

Name

Divisional Director

Position



Signature

Rowan Kellam

Name

Associate

Position

Accepted and agreed to as of the date of this agreement:

**Executed by GTCR Gridlock II (Cayman),
L.P. by its general partner GTCR Gridlock
Partners Ltd., by its authorised signatory:**



Signature of authorised signatory



Signature of Witness

MARK M. ANDERSON

Full name

JEFFREY S. WRIGHT

Full name of Witness

Schedule 1

Sale Shares (all held for the Vendor)

Account Name	Number of Sale Shares
GTCR CO-INVEST X AIV, LP	136,380
GTCR FUND X/C AIV, LP	4,420,300
GTCR FUND X/A AIV, LP	15,443,320
TOTAL	20,000,000

Schedule 2

Timetable

Key events	Date
Books open	8.00am, Wednesday 16 May 2018
Books close	9.00am, Wednesday 16 May 2018
Release of Cleansing Notices by the Vendor and the Company	By 10.00am, Wednesday 16 May 2018
Release of ASX Announcement of the Sale by the Company	By 10.00am, Wednesday 16 May 2018
Trade Date (T)	Wednesday, 16 May 2018
Settlement Date (T + 2)	Friday, 18 May 2018
End Date	Tuesday, 7 August 2018