

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme FlexiGroup Ltd

ACN/ARSN 122 574 583

1. Details of substantial holder (1)

Name Tamorer Pty Ltd as trustee for Wylie Family Trust, and each entity named in the list annexed to this notice and marked Annexure A.

ACN/ARSN (if applicable) 073 129 156

The holder became a substantial holder on 21/03/2019

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	20,439,256	20,439,256	5.18%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Tamorer Pty Ltd as trustee for Wylie Family Trust	Relevant interest arises under s608(1)(a) (holder of the securities) of the Act	325,309 ordinary shares
Tamorer Pty Ltd as trustee for Wylie Family Trust	Relevant interest arises under s608(1)(a) (holder of the securities) of the Act	8,045,578 ordinary shares
Investment Ops No. 1 Pty Ltd as trustee for Investment Ops No. 1 Unit Trust	Relevant interest arises under s608(1)(a) (holder of the securities) of the Act	12,068,369 ordinary shares
John Malcolm Rodney Wylie	Ultimate controller of Tamorer Pty Ltd as trustee for Wylie Family Trust	20,439,256 ordinary shares
Myriam Angele Boisbouvier-Wylie	Controller of Tamorer Pty Ltd as trustee for Wylie Family Trust	20,439,256 ordinary shares
Tanarra Entities set out at Annexure B	Relevant interest arises under sections 12, 608(3)(a) and/or 608(3)(b), of the Ac as stated	20,439,256 ordinary shares

See further subscription agreement at Annexure C	Note any party that is not the registered holder of the securities may not vote the securities. A client of a custodian holder may give instructions to the custodian as to voting. Other holders of relevant interest may not vote the securities directly other than to the extent they are able to exert practical control over the entities that are the registered holder of the securities, or in the case of custodian holder is able to direct the custodian as beneficial owner.	20,439,256 ordinary shares
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4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Tamorer Pty Ltd as trustee for Wylie Family Trust	HSBC Custody Nominees (Australia) Limited	Tamorer Pty Ltd as trustee for Wylie Family Trust	325,309 ordinary shares
Tamorer Pty Ltd as trustee for Wylie Family Trust	Tamorer Pty Ltd as trustee for Wylie Family Trust	Tamorer Pty Ltd as trustee for Wylie Family Trust	8,045,578 ordinary shares
Investment Ops No. 1 Pty Ltd as trustee for Investment Ops No. 1 Unit Trust	Investment Ops No. 1 Pty Ltd as trustee for Investment Ops No. 1 Unit Trust	Investment Ops No. 1 Pty Ltd as trustee for Investment Ops No. 1 Unit Trust	12,068,369 ordinary shares

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration cash (9)	Consideration non-cash (9)	Class and number of securities
The entities listed in item 1	26 February 2019	\$25,142,433.75	N/A	20,113,947 ordinary shares

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Tanarra Entities set out at Annexure B	Each entity referred to in the list in Annexure B is an associate of each of the entities listed in item 1 under section 12 of the <i>Corporations Act 2001</i> (Cth) as they are controlled directly and indirectly by Tanarra Pty Ltd ACN 604 735 542 as trustee of the Tanarra Holdings Trust which is controlled by Tamorer Pty Ltd ACN 073 129 156 as trustee for Wylie Family Trust.

7. Addresses

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

Name	Address
John Malcolm Rodney Wylie See Annexures A and B	8 Exhibition Street, Melbourne VIC 300 See Annexures A and B

Signature

print name John Wylie

capacity Director

sign here

date 22/03/2019

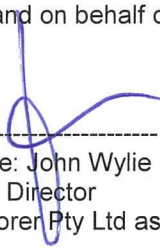
DIRECTIONS

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

Annexure A

This is Annexure A of 1 page referred to in the Form 603: Notice of initial substantial holder signed by me and dated 22 March 2019.

For and on behalf of Tamorer Pty Ltd as trustee for Wylie Family Trust and its related entities



Name: John Wylie
Title: Director
Tamorer Pty Ltd as trustee for Wylie Family Trust

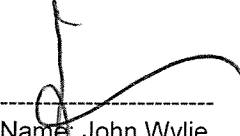
Date: 22 March 2019

	Entity	ACN	Registered Address
1.	Tamorer Pty Ltd as trustee for Wylie Family Trust	073 129 156	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000
2.	John Malcolm Rodney Wylie	N/A	8 Exhibition Street, Melbourne VIC 3000
3.	Myriam Angele Boisbouvier-Wylie	N/A	8 Exhibition Street, Melbourne VIC 3000
4.	Investment Ops No. 1 Pty Ltd as trustee for Investment Ops No. 1 Unit Trust	628 499 285	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000

Annexure B

This is Annexure B of 2 pages referred to in the Form 603: Notice of initial substantial holder signed by me and dated 22 March 2019.

For and on behalf of Tamorer Pty Ltd as trustee for Wylie Family Trust and its related entities


 Name: John Wylie
 Title: Director
 Tamorer Pty Ltd as trustee for Wylie Family Trust

Date: 22 March 2019

Details of associates

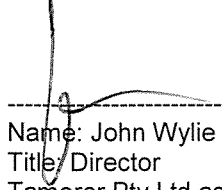
	Entity	ACN	Registered Address	Nature of relevant interest
1.	Tamorer Pty Ltd	073 129 156	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Control of Tanarra Pty Ltd
2.	Saladoone Pty Ltd	078 216 243	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tamorer Pty Ltd
3.	Tanarra Pty Ltd	604 735 542	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Control of Tanarra Group Pty Ltd
4.	Tanarra Group Pty Ltd	157 818 463	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Control of the remaining entities listed in this Annexure B
5.	Investment Ops No. 1 Pty Ltd	628 499 285	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Legal and beneficial owner of 12,068,369 ordinary shares. Control by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interest in remaining shares.
6.	Tanarra LTV Fund 1 Pty Ltd	631 878 781	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
7.	Tanarra Capital Pty Ltd	604 388 892	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
8.	Tanarra Capital Australia Pty Ltd	114 164 331	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
9.	Tanarra Jetwave Investments Pty Ltd	613 347 185	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.

10.	Tanarra Consulting Pty Ltd	602 913 548	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
11.	Tanarra Foundation Pty Ltd	604 388 990	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
12.	Tanarra PE Investments Pty Ltd	605 670 979	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
13.	Tanarra Investments Pty Ltd	615 223 464	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
14.	CWC COF1 Investments Pty Ltd	126 132 536	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
15.	CWC COFA Pty Ltd	113 611 911	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
16.	CWC COFB Pty Ltd	114 881 113	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
17.	COF2 VCMP GP Pty Ltd	152 806 409	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
18.	COF2A Pty Ltd	153 016 329	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
19.	Tanarra Capital Private GP1 Pty Ltd	604 820 671	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.
20.	TCP 1A Pty Ltd	605 695 814	Suite 4, Level 41, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by Tanarra Group Pty Ltd as its controller and associate of entities with relevant interests in the shares covered by this notice.

Annexure C

This is Annexure C of 25 pages referred to in the Form 603: Notice of initial substantial holder signed by me and dated 22 March 2019.

For and on behalf of Tamorer Pty Ltd as trustee for Wylie Family Trust and its related entities

A handwritten signature in black ink, appearing to be 'John Wylie', is written over a horizontal dashed line. The signature is fluid and cursive.

Name: John Wylie
Title: Director
Tamorer Pty Ltd as trustee for Wylie Family Trust

Date: 22 March 2019



This is a true copy of the original document

A blue ink handwritten signature, appearing to be "John Wylie", written over a horizontal line.

Name: John Wylie

Title: Director

Tamoerer Pty Ltd as trustee for
Wylie Family Trust

Strictly Private & Confidential

26 February 2019

Board of Directors
FlexiGroup Ltd ABN 75 122 574 583
Level 7, 179 Elizabeth Street,
Sydney NSW 2000

Dear Directors,

SUBSCRIPTION AGREEMENT – STRATEGIC PLACEMENT

Subject to the terms and conditions of this letter (**Agreement**), Tanarra Capital Pty Ltd ACN 604 388 892 (**Tanarra**), will procure Affiliate Entities to subscribe for 20,113,947 fully paid ordinary shares in FlexiGroup Ltd ABN 75 122 574 583 (**Company**), representing approximately 5.1% of the issued capital on a fully diluted basis after the issue of the shares.

Certain capitalised terms used in this Agreement are defined in Schedule 1.

1 Subscription

1.1 Subscription

The Company agrees to issue and allot to the Tanarra Investors the Subscription Shares, and Tanarra agrees to procure subscriptions for the Subscription Shares:

- (a) at the Subscription Price per Share;
- (b) in accordance with the Constitution;
- (c) with effect on and from the Completion Date; and
- (d) subject to the terms and conditions of this Agreement.

1.2 Determinations

- (a) The allocation of the Subscription Shares among Tanarra Investors will be determined by Tanarra in its sole discretion.
- (b) The Company must accept all Applications which are provided by Tanarra to the Company on or before the Determination Date (however the Company is not required to accept Applications in excess of, in aggregate, the number of Subscription Shares, unless the parties agree otherwise in writing).

1.3 Ranking of Subscription Shares

The Subscription Shares will rank equally in all respects with all existing Shares on and from the Completion Date. Tanarra acknowledges that the Subscription Shares will not participate in respect of any dividends declared or paid in respect of any period ended on or before 31 December 2018 (**Excluded Dividend**).

1.4 Use of Subscription monies

The Company must apply the subscription monies raised pursuant to this Agreement towards its strategic initiatives and general corporate purposes.

1.5 Voluntary Escrow Deed

Tanarra will procure that each Tanarra Investor that is issued Subscription Shares under this Agreement will enter into a Voluntary Escrow Deed at, and effective from, Completion.

2 Conditions to investment

2.1 Conditions Precedent

Tanarra's obligations under clauses 1.1 and 3.3 are conditional on the satisfaction or waiver of the appointment of the Tanarra Representative Director as a director of the Company effective on Completion subject to the Tanarra Representative Director (**Condition Precedent**).

2.2 Best endeavours

- (a) Each party must use its best endeavours to procure that the Condition Precedent is fulfilled as soon as reasonably practicable after execution of this Agreement and in any event is satisfied on or before the Sunset Date.
- (b) Tanarra must procure that the Tanarra Representative Director:
 - (i) consents in writing to appointment as a director of the Company, in the form reasonably requested by the Company;
 - (ii) enters into a written agreement with the Company that allows the Company to comply with ASX Listing Rule 3.19B; and
 - (iii) cooperates and assists with the Company's reasonable pre-appointment checks, including but not limited to:
 - (A) providing such personal details as to enable the Company to complete its pre-appointment checks; and
 - (B) provides to the Company a duly completed standing notice of interests.
- (c) For the avoidance of doubt, the Company's obligation to appoint the Tanarra Representative Director as a director of the Company (and to use its best endeavours to procure that the Condition Precedent is fulfilled) is subject to the Tanarra Representative Director providing the relevant information as required in accordance with clause 2.2(b).

2.3 Waiver and termination

- (a) If the Condition Precedent is not satisfied or waived pursuant to clause 2.1 on or before the Sunset Date, this Agreement will terminate unless the parties agree otherwise.
- (b) Continued performance by Tanarra of this Agreement does not waive its rights under this clause 2.3.

3 Completion of Subscription

3.1 Conduct of the Subscription

On Completion, the Company must issue the Subscription Shares in accordance with the Constitution, the Corporations Act, the ASX Listing Rules and other applicable laws and regulations, and any other applicable legally binding requirement of any Governmental Agency.

3.2 Settlement

The Company must do anything required, and procure that its registry does everything required, to facilitate CHESS DvP settlement of the Subscription Shares on the Completion Date, and must:

- (a) in accordance with clause 3.4(a)(i) and subject to the CHESS Rules, issue the Subscription Shares in accordance with the relevant Applications (or as otherwise agreed between the parties);
- (b) deliver to each person issued Subscription Shares documentary evidence that the name of the person has been entered on the Company's register of members as a holder of those Subscription Shares (and instruct its registry to issue a holding statement to that person evidencing such holding); and
- (c) apply for official quotation of the Subscription Shares on the ASX, issued in accordance with this Agreement, and release an Appendix 3B to the ASX in accordance with the ASX Listing Rules.

3.3 Payment

On Completion, Tanarra must procure payment to the Company of the amount which is equal to the Subscription Price multiplied by the number of Subscription Shares.

3.4 Completion

Unless the parties agree otherwise in writing:

- (a) the Company must:
 - (i) issue and allot the Subscription Shares to each Tanarra Investor, in accordance with the Application of that Tanarra Investor (provided that the Company is not required to accept or issue Shares in respect of Applications in excess of, in aggregate with all other Applications, the number of Subscription Shares, unless the parties agree otherwise in writing);
 - (ii) deliver to Tanarra a duly executed counterpart of a Voluntary Escrow Deed; and
- (b) Tanarra must deliver to the Company a duly executed counterpart of a Voluntary Escrow Deed executed by each Tanarra Investor (and to the extent applicable, each controller of such Tanarra Investor) to be issued Subscription Shares at Completion,

by not later than 9:30am on the Completion Date.

3.5 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations under clauses 3.2, 3.3 and 3.4 are interdependent; and
- (b) all actions required to be performed are taken to have occurred simultaneously on the Completion Date.

4 Undertakings of the Company

The Company agrees and undertakes that:

- (a) it will apply to ASX for quotation of all of the Subscription Shares by no later than 12.00 noon on the Completion Date in accordance with clause 3.2(c);
- (b) it will not, prior to the Completion Date commit, be involved in or acquiesce in any activity which breaches:
 - (i) the Corporations Act;
 - (ii) the ASX Listing Rules, ASIC Operating Rules or ASIC Market Integrity Rules;
 - (iii) the Constitution;
 - (iv) any legally binding requirement of ASIC or the ASX; or
 - (v) any other applicable law,

where such breach would have or be likely to have an adverse effect on Completion of the subscriptions contemplated by this Agreement;

- (c) it will comply with its Constitution in all respects and not, prior to Completion, alter the capital structure of the Company without the prior written consent of Tanarra to the terms of the variation, such consent not to be unreasonably withheld or delayed;
- (d) it will, until Completion, carry on its business (directly or indirectly through its subsidiaries), in the ordinary course and will not, without the prior written consent of Tanarra, acquire or dispose of (or enter any agreement to acquire or dispose of) any substantial assets or business except as contemplated by this Agreement, unless:
 - (i) the disposal or acquisition does not have or is not likely to have a material adverse effect on the Company; or
 - (ii) the disposal or acquisition is in the ordinary course of business;
- (e) it will give notice to Tanarra immediately on becoming aware of ASIC:
 - (i) holding, or giving notice of intention to hold, a hearing or investigation in relation to the Company, whether or not in connection with this Agreement; or
 - (ii) prosecuting, or giving notice of an intention to prosecute, or commencing proceedings against or giving notice of an intention to commence proceedings against, the Company or any of its (in that capacity) directors, officers, employees or agents, whether or not in relation to this Agreement,

it being acknowledged by the Company that each of these undertakings is a material term of this Agreement.

5 Representations and warranties

5.1 Company representations and warranties

The Company represents and warrants to Tanarra and each Tanarra Investor as at the date of this Agreement and at all times up to and including Completion (unless a particular date is referred to in a statement below, in which case as at that particular date) that each of the following statements is true, accurate and not misleading:

- (a) the Subscription Shares will comprise not less than 5.1% of the total number of Shares on issue immediately after the issue of the Subscription Shares;
- (b) it is a body corporate validly existing under the laws of its place of incorporation, has the corporate power to enter into and perform its obligations pursuant to this Agreement and to carry out the transactions contemplated by this Agreement and has obtained all necessary corporate authorisations and other necessary consents and authorities to enable it to do so;
- (c) this Agreement creates a valid and binding obligation on the Company and neither the entry into or performance by it of this Agreement nor any transaction contemplated by this Agreement will conflict with or result in a breach or default of or violate any provision of:
 - (i) the Constitution;
 - (ii) any judgment binding on it;
 - (iii) any law or regulation;
 - (iv) the ASX Listing Rules; or
 - (v) any agreement or other arrangement binding on it or its assets;
- (d) subject to the Voluntary Escrow Deed, on and from the Completion Date, the Subscription Shares will be fully paid and will rank equally in all respects with existing issued Shares for all dividends, rights and other benefits in accordance with the Constitution and will be freely tradeable, and the successful applicants for the Subscription Shares will acquire good marketable title to the Subscription Shares, free and clear of any pledge, lien, encumbrance (other than as provided for in the Constitution), security interest, claim or equity and will not be subject to any pre-emptive or similar rights;
- (e) to the knowledge of the Company, there has been no failure by the Company to comply with its periodic and continuous disclosure obligations under the ASX Listing Rules and the Corporations Act, and the Company (subject to lodgement of the ASX Announcement) is not relying on any exemption from disclosure under the ASX continuous disclosure provisions;
- (f) the Company is not issuing the Subscription Shares with the purpose of the applicants for Subscription Shares selling or transferring them or granting, issuing or transferring interests in, or options or warrants over, them;
- (g) shareholder approval, ASX and ASIC waivers and approvals are not required for the issue of Subscription Shares pursuant to this Agreement or, if they are, they have been validly obtained and copies have been provided to Tanarra;
- (h) as at the date of this agreement, no action has been taken and no proceeding or process has commenced, or to the Company's knowledge, is pending or has been threatened against the Company to restrain, contest or challenge its right, power or ability to invite applications for and to issue the Subscription Shares or to enter into or perform this Agreement;
- (i) to the knowledge of the Company, it is in compliance in all material respects with, and this Agreement will comply in all material respects with, the Corporations Act, the ASX Listing Rules, the Constitution and all other applicable laws;
- (j) as at the date of this agreement, neither the Company nor any one of its material subsidiaries is Insolvent and no circumstances have arisen or may reasonably be expected to arise, as a consequence of which the Company or any of its material subsidiaries may become Insolvent;
- (k) as at the date of this agreement, neither the Company nor any material subsidiary is in breach of, or default under, any provision, undertaking covenant or ratio of a material debt or

financing arrangement or any related documentation to which that entity is a party, which breach or default has or is likely to have a material adverse effect on the Group;

- (l) no event of default, potential event of default or review event has occurred which gives a lender or financier the right to accelerate or require repayment of a debt or financing arrangement or other similar event has occurred under or in respect of any debt or financing arrangement or related documentation, where the exercise of such right would have or is likely to have a material adverse effect on the Company or the Group;
- (m) none of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or representative of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (**OFAC**) or any similar Australian sanctions administered by the Commonwealth of Australia; and the Company will not directly or indirectly use the proceeds of the offering of the Subscription Shares hereunder in a manner that would result in a violation by the Company of the US sanctions administered by OFAC; and
- (n) to the knowledge of the Company, the operations of the Company and its subsidiaries are and have been conducted in all material respects in compliance with applicable financial recordkeeping and reporting requirements and applicable money laundering statutes of such jurisdictions in which the Company operates or transacts business, and the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Agency.

Each of the paragraphs and sub-paragraphs in this clause 5.1 will be construed independently and no paragraph or sub-paragraph will be limited by implications arising from any other paragraph or sub-paragraph.

The Company agrees that Tanarra has relied on these representations and warranties in entering into this Agreement. The Company authorises Tanarra to notify applicants of the representations and warranties made by the Company under this clause 5.1 and of the purpose for which the Company is issuing the Subscription Shares as well as any undertaking or obligation of the Company under this Agreement.

5.2 Tanarra representations and warranties

Tanarra represents and warrants to the Company as at the date of this Agreement and at all times up to and including the Completion Date that each of the following statements is correct:

- (a) it, and each Tanarra Investor, is a duly incorporated under the laws of its place of incorporation, has the corporate power to enter into and perform its obligations pursuant to this Agreement and to carry out the transactions contemplated by this Agreement and has obtained all necessary corporate authorisations and other necessary consents and authorities to enable it to do so;
- (b) this Agreement creates a valid and binding obligation on it;
- (c) each Tanarra Investor is a Wholesale Investor;
- (d) it acknowledges and agrees that offers made by the Company to subscribe for Shares, whether directly or through its Affiliate Entities, under this Agreement has not been, and will not be, registered under the US Securities Act and the Subscription Shares may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act; and
- (e) neither it 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 Shares to facilitate the sale or resale of the Subscription Shares in violation of any applicable law.

5.3 Notification

Each party agrees that it will tell the other party immediately upon becoming aware of:

- (a) any material change affecting any of the above representations and warranties made by it;
- (b) any of the above representations or warranties made by it becoming untrue or incorrect; or
- (c) any circumstance reasonably likely to lead to any of the above representations or warranties made by it becoming untrue or incorrect.

6 Termination

6.1 Termination Events

Tanarra may, by notice to the Company, terminate this Agreement, without cost or liability, at any time, if any one or more of the following occur before 9:00am on the day of Completion:

- (a) ASX announces that the Shares will be delisted, removed from quotation, withdrawn from admission to trading status or suspended from quotation;
- (b) any material adverse change or effect occurs, or an event occurs which is likely to give rise to a material adverse change or effect, in the condition (financial or otherwise), assets, earnings, business, affairs, liabilities, financial position or performance, results of operations, profits, losses or prospects of the Company or the Group from that existing at the date of this Agreement;
- (c) the Company or a subsidiary becomes Insolvent;
- (d) there is a change in the senior management of the Company or there is a change in the membership of the board of directors of the Company other than as expressly contemplated by this Agreement; or
- (e) a Governmental Agency:
 - (i) makes an adverse declaration or order;
 - (ii) issues, or publicly announces or indicates to the Company its intention to issue, proceedings; or
 - (iii) commences, or publicly announces or indicates to the Company its intention to commence, any inquiry or investigation,

in relation to the subscriptions contemplated in this Agreement or there is an application to a Governmental Agency for such an order, declaration or other remedy, and the declaration, order, announcement, statement of intention, inquiry, investigation, application or action has not become public and is not withdrawn, discontinued or terminated within 2 Business Days or by 5.00pm on the Business Day prior to the day of Completion (whichever is earlier);

- (f) proceedings are commenced or there is a public announcement of an intention to commence proceedings before a court or tribunal of competent jurisdiction in Australia seeking an injunction or other order in relation to the subscriptions in this Agreement, and the proceedings or intention to commence proceedings has not become public and is not withdrawn, discontinued or terminated within 2 Business Days or by 5.00pm on the Business Day prior to the day of Completion (whichever is earlier);
- (g) the Company fails to perform or observe any of its obligations (including, for the avoidance of doubt, undertakings) under this Agreement;

- (h) any representation or warranty made or given by the Company in this Agreement is or becomes untrue or incorrect;
- (i) any material adverse change or disruption to the existing financial markets, political or economic conditions of Australia, the United States of America, the United Kingdom, Japan, Hong Kong or the Peoples Republic of China or the international financial markets or any material adverse change in national or international political, financial or economic conditions from those existing at the date of this Agreement;
- (j) any director of the Company is charged with a criminal offence relating to any financial or corporate matter, or any director of the Company is disqualified from managing a corporation under the Corporations Act; or
- (k) the Company or any of its directors or officers (as that term is defined in the Corporations Act) engage in any fraudulent conduct or activity whether or not in connection with this Agreement.

Each of the paragraphs and sub-paragraphs of this clause 6.1 must be construed independently and no paragraph or sub-paragraph is to be limited by implications arising from any other paragraph or sub-paragraph.

6.2 Effect of termination

If Tanarra terminates this Agreement in accordance with its terms:

- (a) the obligations of the parties under this Agreement end;
- (b) all entitlements of Tanarra under this Agreement in respect of the period prior to termination survive; and
- (c) Tanarra will be discharged from its obligations under this Agreement, but the termination of this Agreement will not limit or prevent the exercise of any other rights and remedies which Tanarra may otherwise have under this Agreement.

7 GST

- (a) In this clause 7 the following definitions apply:
 - (i) "**GST**" means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charge;
 - (ii) "**GST Amount**" means any Payment (or the relevant part of that Payment) multiplied by the appropriate rate of GST (currently 10%);
 - (iii) "**GST Law**" has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999*, or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;
 - (iv) "**Payment**" means any amount payable under or in connection with this Agreement including any amount payable by way of indemnity, reimbursement or otherwise and includes the provision of any non-monetary consideration;
 - (v) "**Tax Invoice**" has the meaning given to that term by the GST Law; and
 - (vi) "**Taxable Supply**" has the meaning given to that term by the GST Law.
- (b) The parties agree that:
 - (i) all Payments have been calculated without regard to GST;

- (ii) subject to compliance with sub-paragraph (iii) if the whole or any part of any Payment is the consideration for a Taxable Supply for which the payee is liable to GST, the payer must pay to the payee an additional amount equal to the GST Amount, either concurrently with that Payment or as otherwise agreed in writing; and
- (iii) the payee will provide to the payer a Tax Invoice.

8 Dispute resolution

8.1 No proceedings

A party must not start court proceedings about a dispute arising in relation to this Agreement unless it first complies with this clause 8, except:

- (a) where a party seeks urgent injunctive relief; or
- (b) where the dispute relates to compliance with this clause 8.

8.2 Notice

A party claiming that a dispute has arisen in relation to this document must notify the other party to the dispute giving details of the dispute.

8.3 Best efforts to resolve

Each party to the dispute must use its best endeavours to resolve the dispute within five days following receipt of notice of the dispute or such longer period as agreed in writing by the parties to the dispute

8.4 Negotiate in good faith

If parties do not resolve the dispute under clause 8.3, a director of each disputing party (where the disputing party is a company, including a company in its capacity as trustee of a trust or general partner of a limited partnership) and each disputing party that is a natural person, must negotiate in good faith to resolve the dispute for a period of up to 7 days (or a longer period agreed in writing by the parties to the dispute) after the end of the period referred to in clause 8.3. Where one of the disputing parties is the Company, the director to negotiate the dispute on behalf of the Company under this clause 8.4 must not be a nominee of another disputing party (except where all persons entitled to appoint directors are party to the dispute). If the dispute has not been settled within 14 days (or a longer period agreed in writing by the disputing parties) after the commencement of negotiations under this clause 8.4, the parties shall not be obliged to negotiate or continue to negotiate or take any other action and may instead rely on their rights at law, including the right to institute court proceedings.

9 Costs

9.1 Costs

Each party will pay its own costs and expenses incurred in connection with the preparation and execution of this document and any instrument or other document executed to give effect to any provisions of this document.

9.2 Stamp duty

The Company must pay all stamp duty on this document and on any instrument or other document executed to give effect to any provisions of this document.

10 Miscellaneous

10.1 Acknowledgements on conflicts, information and the relationship between the parties

The parties acknowledge and agree that:

- (a) Tanarra Capital Pty Ltd and its Affiliate Entities (**Tanarra Group**) carry on a range of businesses on its own account and for its clients. It is possible that various divisions and business groups of the Tanarra Group, including those that provide these services, may issue research on and hold long or short positions in securities of the Company and effect transactions in those securities, their derivatives and other financial products for their own account or for the account of their clients. The Company agrees that these divisions and business groups may hold such positions and effect such transactions without regard to the Company's interests in this engagement, in accordance with applicable laws and the duties they owe to their clients;
- (b) the Tanarra Group may be providing, or may in the future provide, financial or other services to other parties with conflicting interests to the Company;
- (c) it is possible that members of the Tanarra Group have obligations not to disclose, or that it would otherwise be inappropriate for them to disclose, information obtained in other circumstances, for example where information has been obtained by Tanarra while acting for other clients. To avoid any conflict, the Company agrees that, unless otherwise required by law, the Tanarra Group is excluded from any duty to disclose that information or to provide advice based on it;
- (d) the Company is responsible for obtaining its own professional advice on legal, accounting, taxation and other specialist matters. The Company's legal, accounting and taxation advisers will be responsible to the Company for any advice which is necessary or appropriate on the validity and enforceability of any agreements entered into relating to this Agreement, compliance with all legal and regulatory requirements in relation to this Agreement and the accounting treatment and taxation consequences of this Agreement;
- (e) unless obliged by law to do otherwise, any advice given by Tanarra to the Company or communication from Tanarra to the Company can only be used and relied on by the Company and may not be disclosed to others other than the Company's professional legal advisors without Tanarra's prior written consent;
- (f) Tanarra will use and rely primarily on the information provided to it by or on behalf of the Company and on information available from generally recognised public sources in the engagement without having independently verified the information, and Tanarra does not assume responsibility for the accuracy or completeness of such information; and
- (g) each party is solely responsible for making its own independent judgements in relation to this Agreement.

10.2 Announcements

The Company must not make any material statement concerning this Agreement without the prior written consent of Tanarra, unless such statement is required by the Corporations Act or ASX Listing Rules in which case the Company must use reasonable endeavours to consult with and take into account the comments of Tanarra as to the form, context and timing of that announcement, prior to making such announcement.

10.3 Survival

All representations, warranties, undertakings and indemnities given by the Company will continue in full force and effect after Completion and shall survive termination of this Agreement.

10.4 Governing law

The laws of Victoria shall govern this Agreement. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria.

10.5 Entire agreement, counterparts

This Agreement replaces and supersedes all previous agreements in respect of its subject matter and embodies the entire agreement of the parties about its subject matter. This Agreement may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one instrument.

10.6 Waiver and partial exercise of rights

No waiver of a right or other provision in this Agreement is effective unless given in writing. If a party does not exercise a right or remedy (including a right to waive) fully or at a given time, the party may still exercise it later.

10.7 Amending this Agreement

This Agreement:

- (a) may only be amended if the amendment is in writing and signed by all parties; and
- (b) may be amended by the parties to it (including in a manner that adversely affects the interests of the Indemnified Parties) without obtaining the consent of the Indemnified Parties.

10.8 Time is of the essence

Time is of the essence in this Agreement.

10.9 Severability

Any provision of this Agreement which is void, illegal or unenforceable does not affect the validity, legality or enforceability of the remaining provisions, or the validity, legality or enforceability in other jurisdictions

10.10 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this Agreement.

10.11 Conflict of interest

The parties' rights and remedies under this Agreement may be exercised even if this involves a conflict of duty or a party has a personal interest in their exercise.

10.12 Remedies cumulative

The rights and remedies provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement.

10.13 Partial exercise of rights

If a party does not exercise a right or remedy (including a right to waive) fully or at a given time, the party may still exercise it later.

10.14 Notices

- (a) Notices, certificates, consents, approvals, waivers and other communications given under this Agreement must be in writing and signed by an authorised officer of the sender and sent in accordance with clause 10.14(f) , marked for the attention of the person set out in clause 10.14(f) (or if the recipient has notified otherwise, then marked for attention in the way last notified).
- (b) They must be:
 - (i) left at the address set out in clause 10.14(f):
 - (ii) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in clause 10.14(f);
 - (iii) sent by email to the email address set out or referred in clause 10.14(f); or
 - (iv) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.
- (c) They take effect from the time they are received unless a later time is specified.
- (d) If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).
- (e) If sent by email, they are taken to be received at the time that the email was sent, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address.
- (f) A person's address and email address are those set out below, or as the person notifies the sender:

Company

Name: FlexiGroup Limited
Address: Level 7, 179 Elizabeth Street, Sydney NSW 2000
Email: company.secretary@flexigroup.com.au

Tanarra

Name: Tanarra Capital Pty Ltd
Address: Level 13, 8 Exhibition Street, Melbourne VIC 3000
Email: david.birkbeck@tanarra.com

10.15 Definitions and interpretation

- (a) Capitalised expressions have the meaning given to them where first used in this Agreement or as defined in Schedule 1.
- (b) The terms **subsidiary**, **related body corporate** and **related entity** have the meanings given to those terms in the Corporations Act.

- (c) A reference to a statute includes regulations and other instruments made under it and amendments or replacements of them from time to time.
- (d) The use of the word 'include' or 'including' does not limit what else is included.
- (e) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. All references to dollars or \$ are to Australian dollars (unless otherwise specified).

11 Acceptance

Please confirm your acceptance of this Agreement by signing and returning the enclosed duplicate copy of this letter. Once signed, it will constitute an agreement between us.

We are delighted to work with you on this important transaction.

Yours faithfully,
Tanarra Capital Pty Ltd

**Executed by Tanarra Capital Pty Ltd in
accordance with Section 127 of the Corporations
Act 2001**



Signature of director

John Wylie

Name of director (print)



Signature of director/company secretary

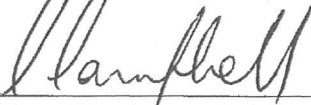
(Please delete as applicable)

David Birkbeck

Name of director/company secretary (print)

Accepted:


Executed by FlexiGroup Ltd in accordance with
Section 127 of the Corporations Act 2001



Signature of director

CAROLE CAMPBELL

Name of director (print)



Signature of ~~director~~/company secretary

(Please delete as applicable)

ISOBEL ROGERSON

Name of ~~director~~/company secretary (print)

Schedule 1 – Definitions

In this Agreement, the following definitions apply:

Defined term	Meaning
Affiliate Entity	Any person that: (a) is a related body corporate, related entity or subsidiary of Tanarra; or (b) is Controlled or managed by, or is under common Control or management with Tanarra; (c) being a fund, or trust or analogous entity, is advised or managed on an exclusive basis by Tanarra or a related body corporate, and includes any other person that directly, or indirectly through one or more intermediaries, Controls or manages, or is Controlled or managed by, or is under the common control with, such person, and Affiliate Entities means any one or more of them.
Application	The application form for Shares by Tanarra or an its Affiliate Entity, in the form set out in Schedule 2.
ASIC	Australian Securities and Investments Commission.
ASX	ASX Limited or, as the context requires, the financial market known as the Australian Securities Exchange it operates.
ASX Announcement	The ASX announcement regarding the transactions contemplated under this Agreement.
ASX Listing Rules	The official listing rules of the ASX.
Business Day	As defined in the ASX Listing Rules.
CHESS	Clearing House Electronic Sub-Register System operated in accordance with the Corporations Act.
Completion	The completion of the issue and allotment of the Subscription Shares contemplated by this Agreement.
Completion Date	21 March 2019, or such other date as agreed by the parties in writing.
Constitution	The constitution of the Company as amended from time to time.
Control	The capacity of a person or entity to determine the outcome of decisions about a second entity's financial and operating policies and, in determining whether a person or entity has capacity: (a) the practical influence that person or entity can exert (rather than the rights it can enforce) is the issue to be considered; and (b) any practice or pattern of behaviour affecting the second entity's financial or operating policies is to be taken into account (even if it involves a breach of agreement or a breach of trust).
Corporations Act	<i>Corporations Act 2001</i> (Cth) as amended from time to time.
Determination Date	The date that is two Business Days before the Completion Date.
DvP	Delivery versus payment.
Excluded Dividend	The meaning given in clause 1.3.

Defined term	Meaning
Governmental Agency	Any governmental, semi-governmental or judicial entity or authority, including a stock exchange or a self-regulatory organisation established under statute.
Group	The Company and each subsidiary of the Company and Group Member means any one or more of them.
Insolvent	An Insolvency Event occurs in respect of the person.
Insolvency Event	In respect of any person: <ul style="list-style-type: none"> (a) a receiver, manager, receiver and manager, trustee, administrator, controller or similar officer is appointed in respect of the person or any asset of the person; (b) a liquidator or provisional liquidator is appointed in respect of a corporation; (c) any application (not being an application withdrawn or dismissed within 7 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of: <ul style="list-style-type: none"> (i) appointing a person referred to in paragraphs (a) or (b); (ii) winding up a corporation; or (iii) proposing or implementing a scheme of arrangement; (d) a moratorium of any debts of the person, or an official assignment, or a composition or an arrangement (formal or informal) with the person's creditors, or any similar proceeding or arrangement by which the assets of the person are subjected, conditionally or unconditionally, to the control of that person's creditors or a trustee is ordered, declared or agreed to, or is applied for, and the application is not withdrawn or dismissed within 7 days; (e) the person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or (f) any writ of execution, garnishee order, Mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of the person.
Shares	Fully paid ordinary shares in the capital of the Company.
Subscription Price	\$1.25 per Share.
Subscription Shares	20,113,947 Shares.
Sunset Date	31 March 2019 or such other dates as agreed between the parties in writing.
Tanarra Investor	Tanarra or any Affiliate Entity which (or the trustee or custodian of which) is to be issued Subscription Shares.
Tanarra Representative Director	The Director representative appointed by Tanarra Capital Pty Ltd.
Voluntary Escrow Deed	A voluntary escrow deed in a form agreed by the parties prior to Completion to be entered into between the Company and each Tanarra Investor (as the case may be) with respect to the Subscription Shares, restricting dealings with the Shares for a period of 12 months after Completion.
Wholesale Investor	A person:

Defined term	Meaning
	<p>(a) to whom an offer of securities does not need disclosure under Part 6D.2 of the Corporations Act by reason of section 708(8), 708(10) or 708(11) of the Corporations Act; and</p> <p>(b) who is a 'wholesale client' for the purposes of section 761G of the Corporations Act.</p>

Schedule 2 – Application

Application

Board of Directors
FlexiGroup Ltd ABN 75 122 574 583
Level 7, 179 Elizabeth Street,
Sydney NSW 2000

Dear Board Members

Application for allotment of Shares

We, [*name of applicant Tanarra Investor*] apply for [*number*] fully paid ordinary shares in the capital of FlexiGroup Limited (**Company**) and agree to accept those shares on and subject to the Company's constitution and pursuant to the terms and conditions of the subscription agreement entered into between Tanarra Capital Pty Ltd and the Company dated on or about [*date*] February 2019.

We authorise you to place our name and address in the register of members of the Company in respect of the shares allotted to us.

We confirm that we are an investor to whom an offer of securities does not need disclosure under Part 6D.2 of the *Corporations Act 2001* (Cth) by reason of section 708(8), (10) or (11) of that Act and who is a 'wholesale client' for the purposes of section 761G of that Act.

Yours faithfully

for and on behalf of [*applicant*]

FLEXIGROUP LIMITED

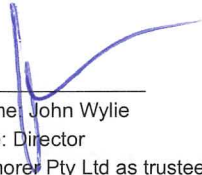
HOLDING TRANSACTIONS REPORT

From: THURSDAY 21 MARCH 2019 To: THURSDAY 21 MARCH 2019

PARAMETERS

Issuer Code : FXL
Report Name : HOLDING TRANSACTIONS REPORT
Security Code : FXL
Beginning of Date Range : CURRENT
End of Date Range : CURRENT
Audit Percentage : 100
Batch Number : ALL
Materiality Amount : ALL
Sampling Method : (F)IRST
Transaction Type : ALL
User Id : SUNG_R
Selected HRN : ALL
Email to : RUDY.SUNG@LINKMARKETSERVICES.COM.AU

This is a true copy of the original document


Name: John Wylie
Title: Director
Tamore Pty Ltd as trustee for
Wylie Family Trust

FLEXIGROUP LIMITED

HOLDING TRANSACTIONS REPORT

From: THURSDAY 21 MARCH 2019 To: THURSDAY 21 MARCH 2019

O F F T R A N S A C T I O N S O N T R A N S A C T I O N S

Effective Date	Security	SRN/HIN	N & A	Units	Security	SRN/HIN	N & A	Units
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Batch No: 001011 Document Ref: 00000010529 Actor ID: SUNG_R Trans Type: Increase/Decrease to Issued Capital - Issue

21/03/2019	FXL	[REDACTED]	TAMORER PTY LTD <WYLIE FAMILY A/C> SUITE 4	8,045,578	[REDACTED]	[REDACTED]		
			LEVEL 41 GROSVENOR PLACE 225 GEORGE STREET SYDNEY NSW 2000					
21/03/2019	FXL	[REDACTED]	INVESTMENT OP NO.1 PTY LTD <INVESTMENT OP NO.1 UNIT A/C> SUITE 4	2,011,395	[REDACTED]	[REDACTED]		
			LEVEL 41 GROSVENOR PLACE 225 GEORGE STREET SYDNEY NSW 2000					

FLEXIGROUP LIMITED

HOLDING TRANSACTIONS REPORT

From: THURSDAY 21 MARCH 2019 To: THURSDAY 21 MARCH 2019

O F F T R A N S A C T I O N S O N T R A N S A C T I O N S

Effective Date	Security	SRN/HIN	N & A	Units	Security	SRN/HIN	N & A	Units
21/03/2019					FXL	[REDACTED]	INVESTMENT OP NO.1 PTY LTD SUITE 4 LEVEL 41 GROSVENOR PLACE 225 GEORGE STREET SYDNEY NSW 2000	10,056,974

Note: 100 % of the total transactions were reported.



FLEXIGROUP LIMITED

HOLDING TRANSACTIONS REPORT
From: THURSDAY 21 MARCH 2019 To: THURSDAY 21 MARCH 2019

<u>Printed Transactions</u>	<u>Movement Down</u>	<u>Movement Up</u>	<u>Print Trans.</u>
Increase/Decrease to Issued Capital - Issue	0	20,113,947	3
Totals In This Report	0	20,113,947	3
<u>All Transactions</u>	<u>Movement Down</u>	<u>Movement Up</u>	<u>Total Trans.</u>
Increase/Decrease to Issued Capital - Issue	0	20,113,947	3
Totals Overall	0	20,113,947	3

Note: 100 % of the total transactions were reported.

FLEXIGROUP LIMITED

HOLDING TRANSACTIONS REPORT
 From: THURSDAY 21 MARCH 2019 To: THURSDAY 21 MARCH 2019

Batch Number	Movement Down	Movement Up	Total Trans.
001011	0	20,113,947	3
Total for Batch	0	20,113,947	3

Note: 100 % of the total transactions were reported.

end of report

This is a true copy of the original document


 Name: John Wylie
 Title: Director
 Tamorer Pty Ltd as trustee for
 Wylie Family Trust

FLEXIGROUP LIMITED

ISSUED CAPITAL
THURSDAY 21 MARCH 2019 to THURSDAY 21 MARCH 2019

Date	Issued Capital	Variance	Movement Up	Movement Down	Reason
Security FXL - FXL FULLY PAID ORDINARY					
Opening I/C	374,277,178				
21/03/2019	394,391,125	20,113,947	20,113,947	0	Increase/Decrease to Issued Capital - Issue
Closing I/C	394,391,125	20,113,947			

end of report

FLEXIGROUP LIMITED

ISSUED CAPITAL
THURSDAY 21 MARCH 2019 to THURSDAY 21 MARCH 2019

PARAMETERS

Issuer Code : FXL
Report Name : ISSUED CAPITAL REPORT
Security Group :
Security Code : FXL
Beginning of Date Range : CURRENT
End of Date Range : CURRENT
Full or Summary : FULL
Business / Effective Date : BUSINESS
Email to : RUDY.SUNG@LINKMARKETSERVICES.COM.AU