

# Form 604

Corporations Act 2001  
Section 671B

## Notice of change of interests of substantial holder

To: Company Name/Scheme Flight Centre Travel Group Limited ("FLT")

ACN/ARSN ACN 003 377 188

### 1. Details of substantial holder (1)

Name Gainsdale Pty Ltd ("Gainsdale")

ACN/ARSN (if applicable) ACN 008 971 499

There was a change in the interests of the substantial holder on 07 / 05 / 2020

The previous notice was given to the company on 16 / 04 / 2020

The previous notice was dated 16 / 04 / 2020

### 2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares ("Shares")	45,932,824	25.57%	45,932,824	23.09%

### 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
07 / 05 / 2020	Gainsdale	No changes in relevant interests but a dilution in voting power due to the issue of Shares upon settlement of the retail component of the accelerated pro rata non-renounceable entitlement offer FLT announced to the Australian Securities Exchange on 6 April 2020.	N/A	N/A	N/A

### 4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Gainsdale	Gainsdale	Gainsdale	Gainsdale has a relevant interest under section 608(1)(a) of the Corporations Act by virtue of being the registered holder of the relevant Shares.	16,588,889 Shares	16,588,889

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
Gainsdale	Gehar Pty. Ltd. (ACN 006 166 472) ("Gehar")	Gehar	Gainsdale has a relevant interest in Gehar's Shares under section 608(1)(c) of the Corporations Act by virtue of certain pre-emptive rights under a deed of pre-emption dated 9 October 1995 (as amended by the deed of variation set out as Annexure A) ("Deed of Pre-Emption").	15,659,740 Shares	15,659,740
Gainsdale	James Management Services Pty Ltd (ACN 003 050 244) ("JMS")	JMS	Gainsdale has a relevant interest in JMS' Shares under section 608(1)(c) of the Corporations Act by virtue of the Deed of Pre-Emption.	13,684,195 Shares	13,684,195

#### 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
Gainsdale	Suite 103, Level 1, 165 Walker Street, North Sydney NSW 2060
Gehar	Suite 103, Level 1, 165 Walker Street, North Sydney NSW 2060
JMS	Suite 103, Level 1, 165 Walker Street, North Sydney NSW 2060

#### Signature

print name Graham Francis Turner capacity Director

sign here  date 15 / 05 / 2020

#### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

**ANNEXURE A**

**This is the annexure marked 'A' of 10 pages (including this page) referred to in the Notice of Change of Interests of Substantial Holder.**



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**Date:** 15 / 05 / 2020/

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## Deed of variation

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Gehar Pty. Ltd. ACN 006 166 472

James Management Services Pty Ltd ACN 003 050 244

Gainsdale Pty Ltd ACN 008 971 499

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# Deed of variation

Dated

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## Parties

- Gehar**                      **Gehar Pty. Ltd. ACN 006 166 472**  
of Suite 103, Level 1, 165 Walker Street, North Sydney, New South Wales, 2060
- JMS**                              **James Management Services Pty Ltd ACN 003 050 244**  
of Suite 103, Level 1, 165 Walker Street, North Sydney, New South Wales, 2060
- Gainsdale**                      **Gainsdale Pty Ltd ACN 008 971 499**  
of Suite 103, Level 1, 165 Walker Street, North Sydney, New South Wales, 2060

## Background

- A.     Gehar, JMS and Gainsdale are parties to the Deed of Pre-Emption.
- B.     Gehar, JMS and Gainsdale have agreed to vary the Deed of Pre-Emption in the manner set out in this document.

## Agreed terms

### 1     Definitions and interpretation

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#### 1.1     Definitions

In this document:

<b>Term</b>	<b>Definition</b>
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland.
<b>Deed of Pre-Emption</b>	means the founders' deed of pre-emption made between Friday Investments Pty Limited, Gehar, JMS, Gainsdale and Trinity Holdings Limited dated 9 October 1995, as amended.

## 1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.

## 2 Amendment to Deed of Pre-Emption

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The parties agree that clause 4.7(b) of the Deed of Pre-Emption be deleted in its entirety and replaced with the following:

- (b) *the Parties, or their successors and assigns, collectively holding less than fifteen per cent (15%) of the total issued share capital of the Company at any time.*

## 3 Confirmation of Deed of Pre-Emption

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In all other respects, the parties confirm the terms of the Deed of Pre-Emption.

## 4 General

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### 4.1 Amendments

This document may only be amended by written agreement between all parties.

### 4.2 Assignment

A party may only assign this document or a right under this document with the written consent of each party whose consent may not be unreasonably withheld.



#### **4.3 Counterparts**

This document may be signed in any number of counterparts. All counterparts together make one instrument.

#### **4.4 No merger**

The rights and obligations of the parties under this document do not merge on completion of any transaction contemplated by this document.

#### **4.5 Further assurances**

Each party must do all things necessary to give effect to this document and the transactions contemplated by it.

#### **4.6 No waiver**

- (a) The failure of a party to require full or partial performance of a provision of this document does not affect the right of that party to require performance subsequently.
- (b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A right under this document may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

#### **4.7 Governing law and jurisdiction**

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

#### **4.8 Severability**

A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

# Execution

EXECUTED as a deed

Signed sealed and delivered  
by  
Gehar Pty. Ltd. ACN 006 166 472 by:

^ \_\_\_\_\_  
Director

^ \_\_\_\_\_  
Director/Secretary

^ Susan Ida Harris  
Full name of Director

^ Geoffrey Leonard Harris  
Full name of Director/Secretary

Signed sealed and delivered  
by  
James Management Services Pty Ltd  
ACN 003 050 244 by:

^ \_\_\_\_\_  
Director

^ \_\_\_\_\_  
Director/Secretary

^ William Manfred James  
Full name of Director

^ Elizabeth James  
Full name of Director/Secretary

Signed sealed and delivered  
by  
Gainsdale Pty Ltd ACN 008 971 499  
by:

^ \_\_\_\_\_  
Director

^ \_\_\_\_\_  
Director/Secretary

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Full name of Director

^ Graham Francis Turner  
Full name of Director/Secretary

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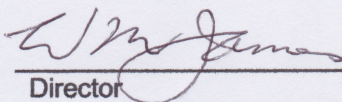
^ \_\_\_\_\_  
Director

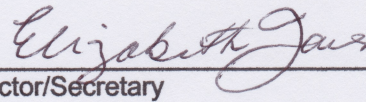
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