

Our ref: BCM\1000 087 971  
Partner: Bruce Macdonald \ Carl Della-Bosca  
Direct line: +61 2 9258 6873 \ +61 8 9366 8741  
Email: [bruce.macdonald@ashurst.com](mailto:bruce.macdonald@ashurst.com) \  
[carl.della-bosca@ashurst.com](mailto:carl.della-bosca@ashurst.com)

Ashurst Australia  
Level 11  
5 Martin Place  
Sydney NSW 2000  
Australia

20 April 2021

GPO Box 9938  
Sydney NSW 2001  
Australia

**BY EMAIL**

Company Announcement Office  
Australian Securities Exchange  
20 Bridge Street  
SYDNEY NSW 2000

Tel +61 2 9258 6000  
Fax +61 2 9258 6999  
DX 388 Sydney  
[www.ashurst.com](http://www.ashurst.com)



Dear Sir / Madam

**Explanation of certain substantial holding interests in Latitude Group Holdings Limited ACN 604 747 391 ("Latitude")**

We lodge an initial substantial holder notice on behalf of the following parties:

- KVD Singapore Pte. Ltd. (Singapore registration number 201509236C) (**KVDS**);
- Deutsche Bank AG (**Deutsche Bank**);
- KKR Clarendon Holdings L.P. (File number. 5823415), an entity wholly owned by funds and investment vehicles managed and/or advised by Kohlberg Kravis Roberts & Co. L.P. or its affiliates (**KKR**); and
- Vatpo Investments Pte. Ltd. (Singapore registration number 2015081929D), an entity wholly owned by funds and investment vehicles managed and/or advised by Värde Partners, Inc or its affiliates (**Värde**).

Capitalised terms used, but which are not defined, in this letter have the same meaning given to them in the prospectus dated 30 March 2021 lodged by Latitude with ASIC (**Prospectus**).

Between the date of this letter and the completion of the Offer (**Completion**):

- certain ordinary shares held by KVDS in Latitude will be acquired by Latitude SaleCo Limited ACN 625 845 874 (**SaleCo**) and offered by SaleCo to investors under the Prospectus; and
- certain ordinary shares held by KVDS in Latitude will be transferred to various investors (**Minority Investors**) as part of the Restructure described in the Prospectus. Those Minority Investors have an economic interest in Latitude via KVDS, Deutsche Bank, KKR or Värde and will realise that economic interest through transfer by KVDS of Latitude ordinary shares to the Minority Investors pursuant to the Restructure. KVDS will also grant put options to some of the Minority Investors in respect of the Latitude ordinary shares transferred by KVDS to the Minority Investors.

This will result in changes to the substantial holdings of KVDS, Deutsche Bank, KKR and Värde.

This letter is intended to provide the market with an explanation of the aforementioned changes in substantial holdings to minimise the risk of confusion arising from the multiple disclosures to be made over the coming days.

As at immediately after Completion (i.e. on 22 April 2021), the substantial holdings of KVDS, Deutsche Bank, KKR and Värde will be as follows:

Name of party	Total voting power (see note below)
KVDS	71.96%*
Deutsche Bank	71.96%*
KKR	71.96%*
Värde	71.96%*

\*Note: The total voting power of 71.96% for each of KVDS, Deutsche Bank, KKR and Värde will be comprised of:

(1) relevant interests in KVDS' registered holding of 663,034,273 ordinary shares, which is equal to 66.30% of the total Latitude ordinary shares on issue, and

(2) deemed relevant interests in 56,563,660 ordinary shares registered in the name of certain Minority Investors to whom KVDS transferred Latitude ordinary shares on 21 April 2021 as part of the Restructure, which is equal to 5.66% of the total Latitude ordinary shares on issue. These deemed relevant interest arise as a result of KVDS having granted put options to those Minority Investors. KVDS, Deutsche Bank, KKR and Värde do not have the power to exercise, or control the exercise of, voting rights attached to these shares and do not have the power to dispose of, or control the exercise of a power to dispose of, these shares.

The table below sets out the substantial holdings of KVDS, Deutsche Bank, KKR and Värde as at the date of this letter and on Completion (i.e. on 22 April 2021).

Party with substantial holding	Date	Voting power	Reason for relevant interest(s) / changes to relevant interest(s)	Disclosure to be made	Timing of disclosure
KVDS	20 April 2021	88.09%	KVDS has a relevant interest pursuant to section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth) ( <b>Corporations Act</b> ) as the registered holder of ordinary shares ( <b>KVDS Registered Holding</b> ).	Form 603 (see <b>enclosed</b> )	20 April 2021
	22 April 2021	71.96%	KVDS will sell a portion of its shareholding in Latitude to SaleCo at Completion which will reduce its substantial holding.  KVDS will transfer certain ordinary shares in Latitude to the Minority Investors as part	Form 604	22 April 2021

Party with substantial holding	Date	Voting power	Reason for relevant interest(s) / changes to relevant interest(s)	Disclosure to be made	Timing of disclosure
			<p>of the Restructure on 21 April 2021 as described in the Prospectus. KVDS will enter into put option deeds with certain of the Minority Investors in respect of the ordinary shares transferred to them by KVDS (in aggregate 56,563,660 ordinary shares) which will result in KVDS acquiring a relevant interest in those particular ordinary shares registered in the name of those Minority Investors pursuant to section 608(8)(b) of the Corporations Act and the put option deeds (<b>Put Option Shares</b>). The Put Option Shares will represent 5.66% of the total Latitude ordinary shares on issue. The Put Option Shares are registered in the name of the particular Minority Investors. KVDS does not have the power to exercise, or control the exercise of, voting rights attached to the Put Option Shares and does not have the power to dispose of, or control the exercise of a power to dispose of, the Put Option Shares.</p> <p>KVDS will continue to have a relevant interest in 663,034,273 ordinary shares registered in its name pursuant to section 608(1)(a) of the Corporations Act (<b>New KVDS Registered Holding</b>). The New KVDS Registered Holding will represent 66.30% of the total Latitude ordinary shares on issue.</p>		
<b>Each of Deutsche Bank, KKR and Värde</b>	20 April 2021	88.09%	Each of Deutsche Bank, KKR and Värde has a relevant interest in the KVDS Registered Holding under section 608(3)(a) of the Corporations Act by reason of having voting	Form 603 (see <b>enclosed</b> )	20 April 2021

Party with substantial holding	Date	Voting power	Reason for relevant interest(s) / changes to relevant interest(s)	Disclosure to be made	Timing of disclosure
			power above 20% in KVDS and under section 608(1)(b) and (c) of the Corporations Act pursuant to the Shareholders Agreement - Legally Binding Term Sheet entered into between KVDS, Deutsche Bank, KKR and Värde (the <b>Shareholders Agreement</b> ).		
	22 April 2021	71.96%	<p>Each of Deutsche Bank, KKR and Värde will have a relevant interest in the New KVDS Registered Holding (which will represent 66.30% of the total Latitude ordinary shares on issue) under section 608(3)(a) of the Corporations Act by reason of having voting power above 20% in KVDS and under section 608(1)(b) and (c) of the Corporations Act pursuant to the Shareholders Agreement.</p> <p>Each of Deutsche Bank, KKR and Värde will have a relevant interest in the Put Option Shares in which KVDS has relevant interests (which will represent 5.66% of the total Latitude ordinary shares on issue) by reason of having voting power above 20% in KVDS and pursuant to section 608(8)(b) of the Corporations Act and the put option deeds. The Put Option Shares are registered in the name of the particular Minority Investors. Deutsche Bank, KKR and Värde do not have the power to exercise, or control the exercise of, voting rights attached to the Put Option Shares and do not have the power to dispose of, or control the exercise of a power to dispose of, the Put Option Shares.</p>	Form 604	22 April 2021

KVDS has entered into a call option arrangement with an investment vehicle controlled by Mr Ahmed Fahour pursuant to which that entity has purchased in total 16.5 million call options from KVDS with the features described in section 6.2.2.5 of the Prospectus (**Call Option**). The Call Option does not create a relevant interest in Latitude ordinary shares for KVDS, Deutsche Bank, KKR and Värde.

**Enclosed** with this letter is the Form 603 on behalf of each of KVDS, Deutsche Bank, KKR and Värde.

Yours faithfully



**Ashurst**

**Form 603**  
Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme Latitude Group Holdings Limited (**Latitude**)

ACN/ARSN 604 747 391

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

KVD Singapore Pte. Ltd. (Singapore registration number 201509236C) (**KVDS**) on its own behalf and on behalf of its controlled bodies corporate being those named in Annexure "A" to this notice.

Deutsche Bank AG on its own behalf and on behalf of its related bodies corporate (**Deutsche Bank**)

Names KKR Clarendon Holdings L.P. (File number. 5823415), an entity wholly owned by funds and investment vehicles managed and/or advised by Kohlberg Kravis Roberts & Co. L.P. or its affiliates (**KKR**)

Vatpo Investments Pte. Ltd. (Singapore registration number 2015081929D), an entity wholly owned by funds and investment vehicles managed and/or advised by Värde Partners, Inc or its affiliates (**Värde**)

ACN/ARSN (if applicable) See above

The holder became a substantial holder on 20 April 2021, being the date of admission of Latitude to the Official List of the ASX. (Relevant interests were acquired on or before the date that Latitude was admitted to the Official List of the ASX)

### 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	880,897,824	880,897,824	88.09% (based on 1,000,000,000 ordinary shares on issue)

### 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
KVDS	Relevant interest in 880,897,824 ordinary shares under section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth) ( <b>Corporations Act</b> ) as the registered holder of those ordinary shares ( <b>KVDS Registered Holding</b> )	880,897,824 ordinary shares
Deutsche Bank	Relevant interest in the KVDS Registered Holding under section 608(3)(a) of the <i>Corporations Act</i> by reason of having voting power above 20% in KVDS and under section 608(1)(b) and (c) of the <i>Corporations Act</i> pursuant to the Shareholders Agreement - Legally Binding Term Sheet (the <b>Shareholders Agreement</b> ). A copy of the Shareholders Agreement is attached as Annexure "B".	880,897,824 ordinary shares
KKR	Relevant interest in the KVDS Registered Holding under section 608(3)(a) of the <i>Corporations Act</i> by reason of having voting power above 20% in KVDS and under section 608(1)(b) and (c) of the <i>Corporations Act</i> pursuant to the Shareholders Agreement.	880,897,824 ordinary shares
Värde	Relevant interest in the KVDS Registered Holding under section 608(3)(a) of the <i>Corporations Act</i> by reason of having voting power above 20% in KVDS and under section 608(1)(b) and (c) of the <i>Corporations Act</i> pursuant to the Shareholders Agreement.	880,897,824 ordinary shares

#### 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
Each of the persons named in item 3	KVDS	KVDS	880,897,824 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 (9)		Class and number of securities
		Cash	Non-cash	
KVDS in respect of relevant interests in the ordinary shares in Latitude specified in the table in Annexure "C" which were acquired by KVDS in the four months prior to 20 April 2021 or on 20 April 2021 ( <b>Acquisitions in Previous Four Months</b> )	Dates specified in the table in Annexure "C"	Consideration specified in the table in Annexure "C"		Number of ordinary shares specified in the table in Annexure "C"
Deutsche Bank, KKR and Värde in respect of relevant interests in the Acquisitions in Previous Four Months	Dates specified in the table in Annexure "C"	N/A - Acquisition of relevant interests pursuant to section 608(3)(a) of the Corporations Act and the Shareholders Agreement		Number of ordinary shares specified in the table in Annexure "C"

#### 6. Associates

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

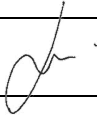
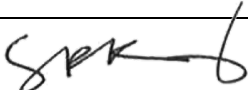
Name and ACN/ARSN (if applicable)	Nature of association
Deutsche Bank, KKR and Värde	Associates pursuant to the Shareholders Agreement

#### 7. Addresses

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

Name	Address
KVDS	10 Collyer Quay, #10-01, Ocean Financial Centre, Singapore 049315
Deutsche Bank	126 Phillip Street, Sydney NSW 2000
KKR	1209 Orange Street, Wilmington, DE 19801, United States
Värde	c/o Värde Partners Asia Pte. Ltd., 6 Battery Road, #21-01, Singapore 049909

## Signature

print name	Lemuel Cheong Chern Fai	capacity	Director, KVD Singapore Pte. Ltd. for and on behalf of the substantial holders named in 1 above
sign here		date	20/04/2021
print name	Jaka Prasetya	capacity	Director, KVD Singapore Pte. Ltd. for and on behalf of the substantial holders named in 1 above
sign here		date	20/04/2021

#### DIRECTIONS

- 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.
- 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**  
**KVDS Controlled Bodies Corporate**

This is Annexure "A" of 1 page (including this page) referred to in the Form 603, "Notice of initial substantial holder".



Name: Lemuel Cheong Chern Fai

Date: 20 April 2021



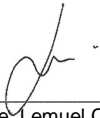
Name: Jaka Prasetya

Date: 20 April 2021

Entity name	ACN/ABN/Registration Number
KVD Hong Kong Ltd	2296634
Latitude Group Holdings Limited	604 747 391
Latitude Financial Services Limited	5624865
Latitude Innovation Holdings Limited	7146597
KVD Australia Pty Ltd	604 634 157
Latitude Investment Holdings Pty Ltd	616 863 006
Latitude Investment Holdings No 1 Pty Ltd	616 863 248
KVD TM Pty Ltd	607 234 015
Latitude Financial Services Australia Holdings Pty Ltd	603 161 100
LatitudePay Australia Pty Ltd	633 528 873
Latitude Automotive Financial Services	004 187 419
Latitude Finance Australia	008 583 588
Latitude Personal Finance Pty Ltd	008 443 810
Latitude Financial Services JV HoldCo Pty Ltd	603 160 827
Latitude Insurance Holdings Pty Ltd	619 174 926
Hallmark General Insurance Company Ltd	008 477 647
Hallmark Life Insurance Company Ltd	008 446 884

**Annexure B  
Shareholders Agreement**

This is Annexure "B" of 28 pages (including this page) referred to in the Form 603, "Notice of initial substantial holder".



---

Name: Lemuel Cheong Chern Fai

Date: 20 April 2021



---

Name: Jaka Prasetya

Date: 20 April 2021

## SHAREHOLDERS AGREEMENT – LEGALLY BINDING TERM SHEET

Date: 20 April 2021

KKR Clarendon Holdings L.P. (File No. 5832415) (**KKR**), Vatpo Investments Pte. Ltd. (Singapore registration number 201508192D) (**Vatpo**) and Deutsche Bank AG, Sydney Branch (ABN 13 064 165 162) (**DB**) are existing shareholders in KVD Singapore Pte. Ltd. (Singapore registration number 201509236C) (the **Company**). The Company is planning to conduct an initial public offering of shares in the Company's subsidiary, Latitude Group Holdings Limited (ACN 604 747 391) (**Latitude**). The existing shareholders agreement in relation to the Company dated 24 November 2015 between KKR, Vatpo, DB and the Company (**Existing SHA**) contemplates, among other things, an IPO of Latitude.

After the proposed IPO the Company will continue to hold Latitude Shares and KKR, Vatpo and DB will remain as shareholders in the Company.

The Existing SHA will terminate, in accordance with its terms, immediately prior to admission of Latitude to the official list of the Australian Securities Exchange. The parties are entering into this legally binding term sheet to continue the joint venture the subject of the Existing SHA after the proposed IPO of Latitude.

This document sets out the agreed material terms for a shareholders agreement in relation to the Company between KKR, Vatpo, DB and the Company (**Shareholders Agreement**).

The parties have agreed the terms set out in this document are legally binding from the date of this document, but also propose to restate the agreed terms in a definitive document which will be fuller and more precise but not have a different effect.

The parties must act in good faith and use their reasonable endeavours to negotiate and agree a definitive Shareholders Agreement (which includes the material terms described and agreed in this document) prior to the Commencement Date but if they do not do so then they will remain bound by the terms of this document.

### Terms of Shareholders Agreement

#	Clause	Provisions
<b>General</b>		
1.	<b>Parties</b>	(a) KKR Clarendon Holdings L.P. (File No. 5832415) ( <b>KKR</b> ); (b) Vatpo Investments Pte. Ltd. (Singapore registration number 201508192D) ( <b>Vatpo</b> ); (c) Deutsche Bank AG, Sydney Branch (ABN 13 064 165 162) ( <b>DB</b> ); and (d) KVD Singapore Pte. Ltd. (Singapore registration number 201509236C) (the <b>Company</b> ).
2.	<b>Objectives</b>	The objectives of the Parties in entering into the Shareholders Agreement are: a) to regulate various matters in connection with their respective ownership positions in the Company; b) to regulate the ownership and exercise of various rights in connection with the Company's interest in Latitude Group Holdings Limited (ACN 604 747 391) ( <b>Latitude</b> ); and c) to facilitate an orderly exit from the Company of all Shareholders and a winding up of the Company in a fair and equitable manner.
3.	<b>Commencement of the</b>	The Shareholders Agreement will commence with effect from admission of Latitude to the official list of the Australian Securities Exchange ( <b>Commencement Date</b> ).

#	Clause	Provisions
	<b>Shareholders Agreement</b>	If the Commencement Date does not occur on or before 30 June 2021, this document may be terminated at any time by any party, by giving a notice to the other parties.
4.	<b>Termination of Existing SHA</b>	The existing shareholders agreement in relation to the Company dated 24 November 2015 between KKR, Vatpo, DB and the Company ( <b>Existing SHA</b> ) will terminate, in accordance with clause 16.1(c) of its terms, immediately prior to admission of Latitude to the official list of the Australian Securities Exchange. The Existing SHA will remain in full force and effect until terminated.
5.	<b>Initial ownership percentages in the Company</b>	Following completion of the IPO the ordinary shares and preference shares in the Company will be held by the Shareholders in the percentages set out in Attachment B. As soon as possible following completion of the IPO and subject to approval by the Board of the Company of the relevant steps, the Shareholders will co-operate in good faith to implement the redenomination of the NZ\$ ordinary shares and NZ\$ redeemable preference shares in the Company into A\$ denominated shares.  As soon as possible following completion of the IPO, the Shareholders will co-operate in good faith to take reasonable steps to ensure each Shareholder's economic entitlements in relation to the Company held as a result of their respective ownership of ordinary shares and redeemable preference shares in the Company are in all circumstances is aligned with their respective economic entitlements in relation to their Notional Allocations of Latitude Shares as at completion of the IPO as set out in Attachment A (which may include the agreement of an approach in respect of the form in which a Distribution Amount is provided (whether by way of capital reduction, buy-back or redemption) or the order in which ordinary shares or preference shares are bought back, redeemed or subject to a capital reduction (as the case may be)).
6.	<b>Preparation for the restructure and post-IPO ownership of the Company</b>	The parties will give effect to the upstream restructure steps relating to the IPO of Latitude which were agreed between the parties and approved by the Board of the Company prior to execution of this document to the extent that they are not completed prior to admission of Latitude to the official list of the Australian Securities Exchange.
<b>Ownership of Latitude Shares and governance of Latitude</b>		
7.	<b>Notional Allocations of Latitude Shares</b>	<p>a) A proportion of the Latitude Shares owned by the Company will be treated as notionally allocated to each Shareholder (<b>Notional Allocation</b>) which as at completion of the IPO is based on their respective Aggregate Ownership Percentage in the Company as set out in Attachment B at that time. The initial Notional Allocation of each of the Shareholders as at completion of the IPO is set out in Attachment A.</p> <p>b) The parties must procure the Company to maintain a register of each Shareholder's Notional Allocation, which is updated by the Company to reflect:</p> <ul style="list-style-type: none"> <li>○ any disposal of Latitude Shares by the Company (including any distribution of Latitude Shares by the Company to the Shareholders); and</li> <li>○ any acquisition of Latitude Shares by the Company occurring in connection with the exercise of a Put Option or in connection with the exercise of a right attached to a Latitude Share.</li> </ul>

#	Clause	Provisions
8.	<b>Nomination by the Company of directors to the Latitude Board</b>	<p>For so long as the Company has a right under the relationship deed between the Company and Latitude (<b>Relationship Deed</b>) to nominate one or more directors to the Latitude Board then the parties will procure that the Company exercises those nomination rights as follows:</p> <p>a) If the Company has rights under the Relationship Deed to nominate three directors to the Latitude Board:</p> <ul style="list-style-type: none"> <li>○ if each of KKR, Vatpo and DB has an Adjusted Notional Allocation Percentage which is at least 10.00%, then each Shareholder is entitled to each request the Company nominate one person selected by the particular Shareholder for appointment as a director on the Latitude Board;</li> <li>○ if only two Shareholders have an Adjusted Notional Allocation Percentage which is at least 10.00%, then each of those Shareholders are entitled to each request the Company nominate one person selected by the particular Shareholder for appointment as a director on the Latitude Board. Those two Shareholders must act in good faith to use their reasonable endeavours to agree one additional director for appointment to the Latitude Board and may together request the Company to nominate that additional director for appointment to the Latitude Board; and</li> <li>○ if only one Shareholder has an Adjusted Notional Allocation Percentage which is at least 10.00%, then that Shareholder may request the Company to nominate three persons selected by that particular Shareholder for appointment as directors on the Latitude Board.</li> </ul> <p>b) If the Company has rights under the Relationship Deed to nominate only:</p> <ul style="list-style-type: none"> <li>○ one director, then the Shareholder with the largest Adjusted Notional Allocation Percentage is entitled to request the Company to nominate one person selected by the particular Shareholder for appointment as a director on the Latitude Board. If two or more Shareholders have the largest and same Adjusted Notional Allocation Percentage, those Shareholders must act in good faith to use their reasonable endeavours to agree one director for appointment to the Latitude Board and may jointly request the Company to nominate that person for appointment as a director to the Latitude Board; or</li> <li>○ two directors, then the two Shareholders with the largest Adjusted Notional Allocation Percentages are each entitled to each request the Company to nominate one person selected by the particular Shareholder for appointment as a director on the Latitude Board (unless the Shareholder with the second largest Adjusted Notional Allocation Percentage has an Adjusted Notional Allocation Percentage that is less than 5%, in which case the Shareholder with the largest Adjusted Notional Allocation Percentage may request nomination of both directors). If all three Shareholders have the same Adjusted Notional Allocation Percentage, those Shareholders must act in good faith to use their reasonable endeavours to agree two directors for appointment to the Latitude Board and may jointly request the Company to nominate those two persons for appointment as directors on the Latitude Board. If two Shareholders have the second largest Adjusted Notional Allocation Percentage those Shareholders must act in good faith to use their</li> </ul>

#	Clause	Provisions
		<p>reasonable endeavours to agree one director for appointment to the Latitude Board and may jointly request the Company to nominate one person for appointment as a director on the Latitude Board.</p> <p>c) If Vatpo's actual Notional Allocation Percentage is less than 10% and KKR or DB would be entitled to request the Company to nominate a director to the Latitude Board instead of Vatpo being entitled to request the Company to nominate a director if the Shareholders' rights to make the request to the Company as set out above were determined by reference to the Shareholders' respective actual Notional Allocation Percentages rather than their Adjusted Notional Allocation Percentages then Vatpo and KKR or DB (as applicable) will consult with each other to seek to agree between them who will identify the person to be nominated to be a director of the Latitude Board. If those two particular Shareholders cannot agree between them which one of them will identify the person to be nominated as a director, those two Shareholders will act in good faith to use their reasonable endeavours to agree a person for appointment as a director on the Latitude Board. The parties agree that where the circumstances in this paragraph c) apply, after following the process above, Vatpo and KKR or DB (as applicable) will jointly request the Company to nominate one person for appointment as a director to the Latitude Board.</p> <p>The Company agrees to nominate directors to the Latitude Board in accordance with the requests received by the Company from the Shareholders under this clause.</p> <p>The Adjusted Notional Allocation Percentage of each Shareholder will be calculated as:</p> <p>(a) Vatpo's Notional Allocation number of shares will be multiplied by 1.2530218 to determine the adjusted Vatpo Notional Allocation (<b>Adjusted Vatpo Notional Allocation</b>);</p> <p>(b) the Shareholder's Notional Allocation number of shares (or in the case of Vatpo, the Adjusted Vatpo Notional Allocation) divided by the total number of shares equal to the sum of KKR's Notional Allocation, DB's Notional Allocation and the Adjusted Vatpo Notional Allocation.</p> <p>For so long as is permitted under the Relationship Deed, the persons nominated by the Shareholders in accordance with the above provisions who are appointed as directors of Latitude (<b>Latitude Board Nominee</b>) may appoint an alternate director in accordance with the Latitude Constitution. In accordance with the Relationship Deed the alternate directors are entitled to attend Latitude Board meetings attended by the nominating Latitude Board Nominee provided that the alternate director will be attending in an observer capacity and does not any have any other rights at the Latitude Board meeting equivalent to the rights of a director of Latitude.</p> <p>If any Shareholder intends to request Latitude to give that Shareholder itself a right to nominate a director for appointment to the Latitude Board if that Shareholder itself directly holds at least 10% of the issued Latitude Shares, that Shareholder must first notify the other Shareholders of that intention and the Shareholders will at the same time request Latitude to give a similar right to each of the Shareholders to the extent that each Shareholder directly holds at least 10% of the issued Latitude Shares.</p>
9.	<b>Exercise by the Company of voting rights</b>	Each Shareholder may request the Company to exercise voting rights attached to the Latitude Shares in respect of which the Shareholder has a Notional Allocation in a particular way. The board of directors of the Company ( <b>Board</b> )

#	Clause	Provisions
	<b>attached to Latitude Shares</b>	will determine how the Company will exercise voting rights attached to the Latitude Shares.
10.	<b>Exercise by the Company of other rights arising as a holder of Latitude Shares</b>	<p>Each Shareholder may request that the Company exercise or take up a right attached to a Latitude Share in respect of which the Shareholder has a Notional Allocation. The Board will determine how the Company will exercise or take up rights attached to the Latitude Shares.</p> <p>If the Board determines to exercise or take up rights attached to the Latitude Shares following a request from a Shareholder, then the Shareholder must on a timely basis provide funding to the Company by way of further subscription of shares in the Company for any amount for which the Company will become liable as a consequence of the exercise or take up of rights attached to the Latitude Shares in accordance with that Shareholder's request prior to the date on which the Company is required to make the relevant payment in respect of those rights to Latitude.</p>
11.	<b>Provision of information</b>	Each Shareholder may request the Company provide to the Shareholder certain information from Latitude which is available to the Company from Latitude, including under the Receivables Acquisition Deed. The Company shall provide such information to the Shareholder unless the Company is prohibited by law from doing so and subject to compliance by the Shareholder and the Company with any information barriers and protocols required under clause 13e).
12.	<b>Sale Notice to request sale by the Company of Latitude Shares</b>	<p>a) A Shareholder may give notice to the Company (<b>Sale Notice</b>) requesting that the Company sell a specified number of Latitude Shares owned by the Company not exceeding that Shareholder's Notional Allocation, subject to applicable laws, any minimum reserves requirements for the Shareholders that are agreed between the Shareholders and the restrictions that apply under the Escrow Deed on disposal by the Company of Latitude Shares (<b>Sale Shares</b>). The Shareholder may in the Sale Notice request the means of disposal including by way of on-market sale, crossing on-market, off-market sale, participation in a capital reduction or off-market or on-market buy-back subject to satisfaction of specific sale conditions including minimum sale price and time period to conduct the sale. A Sale Notice will be considered by the Board of the Company and the compliance by the Company with the requests of a Shareholder under a Sale Notice is subject to the Company forming the view that the disposal of the relevant Sale Shares will not result in the Company contravening any applicable laws, the restrictions that apply to the Company under the Escrow Deed or restrictions under the charge granted by the Company in favour of Westpac Administration Pty Ltd (which is in place as at the date of this document).</p> <p>b) A copy of a Sale Notice must be provided to each other Shareholder by the Shareholder giving the original Sale Notice and by way of courtesy also provided by the Company to each other Shareholder.</p> <p>c) A Sale Notice will not be effective until the expiry of a period of time after it is given to each other Shareholder, such period to be agreed between the Shareholders from time to time (<b>Notice and Pause Period</b>).</p> <p>d) During the Notice and Pause Period each other Shareholder may give a 'tag' Sale Notice requesting that the Company sell a proportion of Latitude Shares (<b>Tag Shares</b>) owned by the Company not exceeding that Shareholder's Notional Allocation, subject to applicable laws, any minimum reserves requirements for the Shareholders that are agreed between the Shareholders and the restrictions that apply under the Escrow Deed on disposal by the Company of Latitude Shares, in the same manner as the</p>

#	Clause	Provisions
		<p>Sale Notice given by the original selling Shareholder. A Shareholder giving a 'tag' Sale Notice can request the Company sell any number of their Notional Allocation of Latitude Shares provided that that number of shares as a proportion of their then Notional Allocation does not exceed the proportion of the original selling Shareholder's Notional Allocation represented by the original selling Shareholder's requested Sale Shares.</p> <p>e) The Shareholders may also give a joint notice to the Company from all of the Shareholders (a "joint" Sale Notice) requesting that the Company sell a proportion of each Shareholder's Notional Allocation, subject to applicable laws, any minimum reserves requirements for the Shareholders that are agreed between the Shareholders and the restrictions that apply under the Escrow Deed on disposal by the Company of Latitude Shares (in which case the number of Latitude Shares which each Shareholder requests in the joint Sale Notice are sold by the Company will be each of their respective "Sale Shares" for the purposes of the other provisions in this clause). If the Shareholders give a joint Sale Notice to the Company then paragraphs b), c) and d) above will not apply to that joint Sale Notice.</p> <p>f) If the Board resolves to dispose of Latitude Shares following receipt by the Company of a Sale Notice the Company must act in accordance with any requests regarding specific sale conditions (including minimum sale price and time period to conduct the sale) set out in the Sale Notice or that are otherwise agreed between the Shareholders who have requested the Company sell a proportion of their Notional Allocation (the <b>Selling Shareholders</b>) as notified by the Selling Shareholders to the Company.</p> <p>g) If the Company receives a Sale Notice (including a tag Sale Notice or a joint Sale Notice) then the Company will to the extent within its control dispose of the relevant Sale Shares and Tag Shares (if applicable) within a reasonable period in the manner requested by the Selling Shareholders, provided that the Company is not required to dispose of any Sale Shares and Tag Shares to the extent it would result in the Company or another person breaching any applicable laws and must do so in accordance with protocols to be prepared for the Company to ensure compliance with applicable security laws (including the obtaining of any necessary legal or tax opinions). Prior to the Board making a final decision to proceed to execute the sale documentation for the sale of Latitude Shares the Company will notify the Selling Shareholders of the terms of the final offers for the purchase of the relevant Sale Shares and Tag Shares (if applicable) that have been received by the Company and provide each of the Selling Shareholders with a reasonable opportunity to notify the Company if the Selling Shareholder wishes to withdraw their request for the sale of their Sale Shares or Tag Shares (as applicable) having regard to the terms of the final offers received by the Company. The Board can at the time of a particular proposed sale also establish other additional protocols to facilitate that particular sale (but which will not impose additional restrictions on the sale).</p> <p>h) To the extent that the Company is not able, using its commercially reasonable efforts, to sell all of the Sale Shares and Tag Shares then the Latitude Shares sold will be taken to have been disposed by each Selling Shareholder in the same proportion that their Sale Shares or Tag Shares (as applicable) represents to the total number of Sale Shares and Tag Shares.</p> <p>i) Following completion of the sale by the Company of Sale Shares and Tag Shares (if applicable) the Company will distribute to each Selling</p>



#	Clause	Provisions
		<p>Shareholder an amount for that particular Selling Shareholder calculated in accordance with paragraph j) (<b>Distribution Amount</b>). The Distribution Amount will be comprised of a redemption or buy-back of preference shares in the Company held by that particular Selling Shareholder or buy back or capital reduction of ordinary shares in the Company held by that particular Selling Shareholder, as determined by the Board at the relevant time. The Distribution Amount paid on the redemption or buy-back of preference shares and buy-back or capital reduction of ordinary shares may be comprised of both a return of share capital and a distribution of profits. To the extent possible the aggregate number of shares in the Company held by that Selling Shareholder that will be redeemed or bought back or cancelled will be the same proportion of that Selling Shareholder's total existing shareholding of preference shares and ordinary shares in the Company that the number of their Notional Allocation of Latitude Shares sold by the Company represents of their total Notional Allocation prior to the sale, after adjusting to add back any Put Option Shares allocated to the Selling Shareholder in accordance with clause 15. The Distribution Amount for each share being redeemed or bought back or cancelled will be debited by the Company against share capital to the extent of the issue price of the relevant shares being redeemed or bought back or cancelled and thereafter debited by the Company against the profits of the Company in the Company's accounts to the extent that there are sufficient accumulated profits to pay out of.</p> <p>j) The Distribution Amount for a Selling Shareholding which will be distributed to that Selling Shareholder in respect of each share in the Company held by that Selling Shareholder that is redeemed, bought back or cancelled under paragraph i) (<b>Redemption Shares</b>) is equal to:</p> <p style="padding-left: 40px;">The sum of A and B below (provided for the avoidance of doubt if B is a negative value then it will be deducted from A)</p> <p style="padding-left: 40px;">Where</p> <ul style="list-style-type: none"> <li>o <b>A</b> is equal to: Net Sales Proceeds for that Selling Shareholder divided by the total number of Redemption Shares for that Selling Shareholder; and</li> <li>o <b>B</b> is the Net Asset Value expressed on a per Company share basis (including both ordinary shares and preference shares) calculated as at the time of the disposal of the Latitude Shares.</li> </ul> <p><b>"Net Asset Value"</b> means the net asset value of the Company which for these purposes will include the assets of the Company and accrued but unpaid ordinary expenses and liabilities of the Company at the time of the disposal of the Latitude Shares (including GST and other taxes incurred in the ordinary course of business by the Company) and a deduction for the estimated ordinary expenses of the Company for the 12 month period following disposal of the Latitude Shares as determined by the Board of the Company. Net Asset Value for these purposes will not include: (A) the market value of Latitude Shares held by the Company; (B) any Company liabilities for which the Shareholders are required to reimburse or indemnify the Company under other agreements; (C) dividends, distributions or any other amounts received by the Company from Latitude where the entitlement to such amounts arose after the date of the relevant sale; (D) the proceeds received by the Company from the sale of Latitude Shares and selling costs in relation to the sale of those Latitude Shares; (E)</p>

#	Clause	Provisions
		<p>the value of the Put Options and the CEO Options to the extent that they affect the net asset value or are shown on the Company's balance sheet; or (F) the purchase price paid by the Company for the acquisition of the Put Option Shares on exercise of the Put Options by the holders of the Put Options and the Put Option Transaction Costs.</p> <p>k) The distribution to the Selling Shareholders under paragraph i) must occur after the expiry of any period for exercise of the Put Options which arises as a result of the disposal by the Company of the Latitude Shares (if applicable).</p> <p>l) The Selling Shareholder(s) are liable severally in their respective Share Sale Proportions to reimburse the Company for any liability incurred by the Company as a result of executing the sale of the Latitude Shares in accordance with the Sale Notices received from the Selling Shareholders (excluding any tax liability incurred by the Company on the sale of the Latitude Shares). <b>Share Sale Proportion</b> for a Selling Shareholder means the proportion that the Selling Shareholder's Sale Shares or Tag Shares (as applicable) sold by the Company in the relevant sale represents to the total number of Sale Shares and Tag Shares sold by the Company in the relevant sale.</p> <p>m) The Shareholders and the Company will use best efforts to agree template sale documentation for any sale by the Company of Latitude Shares in advance of the First Escrow Release Date. Unless otherwise agreed by all of the Shareholders, the representations given by the Company to the buyers of any Latitude Shares in any sale documentation must be limited to representations that the Company has title to the Latitude Shares being sold and usual warranties as to power and capacity of the Company in relation to the entry by the Company into the sale documentation.</p> <p>n) The Company must not in connection with any sale of Sale Shares or Tag Shares agree to a moratorium on sale of further Latitude Shares by the Company during a subsequent period following that sale except to the extent to which the Company is permitted by law to agree to such a moratorium and in accordance with the provisions below:</p> <ul style="list-style-type: none"> <li>o (i) Any moratorium on sale of further Latitude Shares which the Company proposes to agree to in connection with the first sale of Latitude Shares by the Company after the Post Index Shares Escrow Release Date (<b>First Block Trade</b>) must be agreed by all of the Shareholders (including any non-selling Shareholders) (<b>Reference Moratorium Period</b>).</li> <li>o (ii) The Company may agree to a moratorium period on further sales in connection with any sales of Latitude Shares by the Company after the First Block Trade which is not more than the Reference Moratorium Period where that is approved by the relevant Selling Shareholders. If the Company proposes to agree to a moratorium period which is more than the Reference Moratorium Period that must be agreed by all of the Shareholders (including the non-selling Shareholders).</li> </ul> <p>o) If an Insolvency Event has occurred in relation to a Shareholder, that Shareholder is not permitted to give a Sale Notice (including a tag Sale Notice) except where otherwise agreed by the other Shareholders.</p>

#	Clause	Provisions
13.	<b>Exit by distribution of Latitude Shares to Shareholders</b>	<p>a) Any Shareholder may by giving a notice (<b>Distribution Request Notice</b>) to the other Shareholders and the Company, request that the Company distribute to that Shareholder part or all of their respective Notional Allocation of Latitude Shares (<b>Distribution</b>) at any time after the earlier of:</p> <ul style="list-style-type: none"> <li>o 30 April 2022; and</li> <li>o the date on which the Company holds less than 40% of the total Latitude Shares on issue.</li> </ul> <p>If an Insolvency Event has occurred in relation to a Shareholder, that Shareholder is not permitted to give a Distribution Request Notice except with the agreement of all of the other Shareholders.</p> <p>b) Any requested Distribution by a Shareholder is subject to compliance with the restrictions set out in the Escrow Deed. If, at the time a Distribution Request Notice is given by a Shareholder, the escrow restrictions set out in the Escrow Deed still apply to certain Latitude Shares held by the Company, unless the Distribution to a Shareholder is permitted under the Escrow Deed, the relevant Shareholder's respective Notional Allocation Percentage of Latitude Shares held by the Company that remain subject to the escrow restrictions must not be distributed by the Company to that Shareholder until after the date on which such Latitude Shares are released from the escrow restrictions under the Escrow Deed.</p> <p>c) A Shareholder may give notice to the Company and the other Shareholders that the Shareholder requests the Company to seek consent from Latitude to enable the Company to distribute to that Shareholder Latitude Shares which at that time remain subject to the escrow restrictions under the Escrow Deed (provided that each Shareholder will always be subject to the restriction in paragraph a)). If a Shareholder gives that notice the Company will request Latitude to provide its consent to permit the Company to distribute to each of the Shareholders all of their respective Notional Allocation Percentages of Latitude Shares held by the Company which at that time remain subject to the escrow restrictions under the Escrow Deed so that the request is made in a co-ordinated manner for the benefit of all of the Shareholders.</p> <p>d) A Distribution to a Shareholder will only be made by the Company if that Distribution is approved by a unanimous resolution of all directors of the Company and will be subject to the directors forming the view that the Distribution will not contravene applicable laws and the directors being reasonably satisfied that the relevant Shareholder has in place appropriate information barriers and protocols as required by paragraph e) below and that the Shareholder will comply with those information barriers and protocols. Any minimum reserves requirements for the Shareholders will be reviewed at the time of the request for the Distribution and the Company's directors will determine if additional reserves are required to be provided by the Shareholder in order for them to be comfortable they can lawfully approve the distribution to the Shareholder and if the Shareholder should be required to maintain a minimum shareholding in the Company. Any Distribution to a Shareholder will be subject to that Shareholder first complying with the minimum reserves requirements and any minimum shareholding requirement determined for that Shareholder.</p> <p>e) Following completion of a Distribution to a Shareholder there cannot be any coordination between that Shareholder and the Company (or any other Shareholder in the Company), with respect to the price or non-price terms, timing or volume of any sale of Latitude Shares to any counterparty. The</p>

#	Clause	Provisions
		<p>parties agree that if a Distribution occurs they will implement appropriate information barriers and protocols to mitigate the risk of any coordination between a Shareholder and the Company with respect to the management, including sale, of their respective holdings of Latitude Shares.</p> <p>f) The Shareholders and the Company will commence discussions in good faith in September 2022 to seek to agree a winding up plan for the Company to facilitate an exit for all Shareholders to occur no later than 30 September 2023 (or such earlier date as is agreed by the Shareholders) by distribution of all remaining Latitude Shares held by the Company at that time to the Shareholders subject to compliance with applicable laws and appropriate minimum reserves requirements for each of the Shareholders and to proceed with the voluntary winding up of the Company following the distribution of the Latitude Shares. The winding up plan will include how the Company will deal with any remaining liabilities in the Company to facilitate distribution to the Shareholders of all of their remaining Notional Allocations. If the parties are unable to agree a winding up plan then any Shareholder may refer the dispute for resolution in accordance with clause 30.</p>
14.	<b>Distributions from Latitude</b>	<p>Distributions received by the Company from Latitude and amounts received by the Company by way of capital return from Latitude must be provided to the Shareholders in proportion to their respective Notional Allocations at the time of the entitlement date for that distribution or amount received by the Company, by way of distributions by the Company to Shareholders in respect of the shares in the Company held by the Shareholders or redemption or buy back of preference shares or by way of buy back or capital reduction of ordinary shares in the Company held by the Shareholders as determined by the Board at the relevant time subject to compliance with all applicable laws.</p>
15.	<b>Put Options</b>	<p>a) Any Latitude Shares purchased by the Company from the holders of the Put Options on exercise of the Put Options (<b>Put Option Shares</b>) following a sale of Latitude Shares by the Company will be notionally allocated to the Shareholders any part of whose Notional Allocation was sold by the Company in accordance with the allocation methodology set out in Attachment C (<b>Put Option Shares Proportions</b>).</p> <p>b) The selling Shareholders will each be responsible for their Put Option Shares Proportion of any transaction costs incurred by the Company in respect of the exercise of the Put Option by the holders of the Put Options and purchase of the Put Option Shares by the Company (which may include administrative and legal costs in relation to exercise of the put option (e.g., costs incurred by the Company to obtain a legal opinion for regulatory compliance purposes)) and any of the brokerage costs or related transaction costs of the holders of the Put Options in relation to exercise of the Put Options for which the Company is liable to pay under the Put Option Deeds (<b>Put Option Transaction Costs</b>).</p> <p>c) The sales proceeds relating to the Sale Shares or Tag Shares (as applicable) that is otherwise to be distributed by the Company to Vatpo and the other selling Shareholders in accordance with this document will be reduced by an amount equal to their respective Put Option Shares Proportion of the sum of total purchase price paid by the Company for the Put Option Shares and the Put Option Transaction Costs.</p> <p>d) If the Put Option Deeds still remain on foot at a time when it is proposed that all of Vatpo's remaining Notional Allocation of Latitude Shares will be distributed by the Company to Vatpo the rights and obligations of the</p>

#	Clause	Provisions
		<p>Company under the Put Option Deeds must be novated by the Company to Vatpo (or one of its Affiliates).</p> <p>e) If at the time of winding up of the Company the Put Option Deeds have not yet been novated to Vatpo (or one of its Affiliates) and still remain on foot then the rights and obligations of the Company under the Put Option Deeds must be novated by the Company to Vatpo (or one of its Affiliates).</p> <p>f) As soon as possible after the Commencement Date the Company must make an application for an exemption certificate from FIRB or otherwise make an application for FIRB approval to permit the Company to acquire the Latitude Shares from the holders of the Put Options on exercise of the Put Options. The application fees payable by the Company to FIRB and costs incurred by the Company in respect of preparation of the application for the exemption certificate from FIRB or application for FIRB approval will be treated as an ordinary expense of the Company which from an economic perspective will be borne by the Shareholders in proportion to their respective economic interests in the Company at the time of the application.</p> <p>g) Vatpo will be responsible for assisting the Company in respect of any matters arising in relation to the Put Options and any communications by the Company to holders of the Put Options. DB and KKR will not be responsible for any communications with the holders of the Put Options or any other matters arising in relation to the Put Options.</p>
<b>Governance of the Company</b>		
16.	<b>Composition of the Board of the Company (KVDS)</b>	<p>a) On the Commencement Date the Board will comprise:</p> <ul style="list-style-type: none"> <li>o 1 KKR nominee – Jaka Prasetya;</li> <li>o 1 Vatpo nominee – Lemuel Cheong Chern Fai; and</li> <li>o 1 DB nominee – Beaux Richard Joseph Pontak.</li> </ul> <p>b) Each Shareholder who holds any shares in the Company will be entitled to appoint one director to the Board and to remove and replace that director from time to time.</p>
17.	<b>Chairperson</b>	<p>The Board may by simple majority elect a director to chair its meetings and decide the period for which that director holds that office. The director who is acting as Chairperson will not have any special voting rights merely because they are acting as Chairperson. The Chairperson must be a Singapore resident director and must be located in Singapore whilst acting as chairperson in a Board meeting.</p>
18.	<b>Board meetings - quorum</b>	<p>The quorum for any Board meeting is the attendance (in person or by alternate director) of at least one director appointed by each Shareholder whose aggregate share ownership percentage (ordinary shares and preference shares) in the Company is at least 5%. The majority of attendees must be in Singapore.</p>
19.	<b>Matters requiring Board approval</b>	<p>All matters in respect of the Company must be approved by a resolution passed by a majority of the directors of the Company except for:</p> <p>a) those matters specified in Item 1 of Attachment D as requiring approval by a Super Majority Resolution of the Board;</p>

#	Clause	Provisions
		<p>b) the following matters, which require approval by a unanimous resolution of all directors of the Company:</p> <ul style="list-style-type: none"> <li>○ a Distribution by the Company to a Shareholder under clause 13;</li> <li>○ any changes to any minimum reserves requirements for the Shareholders and any other changes in relation to reserves for a Shareholder that are materially adverse to that Shareholder except to the extent those changes are expressly provided for in any of the terms of this document or any other written agreement between the parties; or</li> <li>○ matters relating to a voluntary winding up of the Company;</li> </ul> <p>c) those matters specified in clause 20 as requiring approval of Shareholders; and</p> <p>d) any other matter stated in this document as expressly requiring approval or agreement of Shareholders.</p> <p>Any director of the Company who has been appointed by a Shareholder whose aggregate share ownership percentage (ordinary shares and preference shares) in the Company is less 5% is not entitled to vote, and must not vote, on any resolutions of the Board other than resolutions in respect of the matters referred to in paragraph b) above.</p>
20.	<b>Matters requiring unanimous Shareholder approval</b>	The matters specified in Item 2 of Attachment D require unanimous approval of all Shareholders.
21.	<b>Deadlock</b>	<p>The provisions of clause 5 of the Existing SHA (Deadlock) are incorporated by reference in this document except that:</p> <p>a) <b>Deadlock</b> will be defined as when there are only 2 shareholders remaining and a resolution on a Fundamental Matter proposed at 2 consecutive shareholder meetings and Board meetings (as applicable) fails to be approved by the requisite majority at the meeting.</p> <p>b) References to "Founding Member" and "Founding Members" will be read as references to "Shareholder" and "Shareholders".</p>
<b>Conduct of the Company's business</b>		
22.	<b>Company management</b>	<p>a) Subject to the terms of this document, management of the Company vests in the Board.</p> <p>b) The Board must not approve or implement a matter if such matter requires unanimous Shareholder approval under clause 20 or another provision of this document unless the matter has unanimous Shareholder approval.</p> <p>c) Where a matter in clause 20 has been approved by a unanimous Shareholder approval the Board must cause the Company to implement (or procure the implementation of) that decision in accordance with the resolution.</p> <p>d) The Shareholders must procure that the Company:</p> <ul style="list-style-type: none"> <li>○ acts in accordance with the Shareholders Agreement;</li> <li>○ acts in accordance with decisions made by the Board and resolutions passed at shareholder meetings;</li> </ul>

#	Clause	Provisions
		<ul style="list-style-type: none"> <li>○ prepares accounts as soon as possible after the end of each Financial Year;</li> <li>○ conducts an annual audit of the financial report of the Company in accordance with applicable accounting standards and the Singapore Companies Act;</li> <li>○ complies with the reporting obligations at clauses 23 and 24.</li> </ul>
23.	<b>Reporting to Directors</b>	<p>Subject to conflicted directors obligations, the Company must ensure that the directors of the Company receive the following information and reports:</p> <ul style="list-style-type: none"> <li>• As soon as practicable after the end of each quarter: <ul style="list-style-type: none"> <li>○ An unaudited: <ul style="list-style-type: none"> <li>A. Profit and loss statement;</li> <li>B. Balance sheet; and</li> <li>C. Cash flow statement,</li> </ul> <p style="margin-left: 40px;">for the Company as at the end of the quarter and for the Financial Year to date;</p> </li> </ul> </li> <li>• within 180 days of the end of each Financial Year, audited financial statements for the Company;</li> <li>• a copy of information and reports given to the Shareholders under clause 24; and</li> <li>• all other information and reports necessary for the directors to be fully informed about the management, operation and activities of the business and the Company.</li> </ul>
24.	<b>Reporting to Shareholders</b>	<ul style="list-style-type: none"> <li>• The Company must provide each Shareholder with the information in clause 23 above, provided that the Company must not provide Latitude information to a Shareholder except in accordance with its directions given under clause 11 and subject to compliance with any information barriers and protocols required under clause 13e).</li> <li>• The Shareholders may make reasonable requests to the Company to provide information relating to the affairs of the Company, and the Company must provide the information requested to the Shareholder in addition to the information referred to above.</li> <li>• The Company may refuse to provide information to Shareholders if in the reasonable opinion of the Board, providing the information may materially prejudice the Company or breach any applicable laws.</li> <li>• The Company consents to a Latitude director nominated by a Shareholder pursuant to clause 8 disclosing to the nominating Shareholder any Latitude information obtained by that Latitude director in their capacity as a director subject to compliance by that Latitude director with his or her director duties.</li> </ul>
25.	<b>Economic Interests</b>	<p>A Shareholder must not do any of the following things without the prior written approval of the other Shareholders:</p> <ul style="list-style-type: none"> <li>a) grant to any person a contractual right which entitles the holder of the right to economic benefits and exposures which are in economic substance equivalent to or similar to the Shareholder's interests in respect of some or</li> </ul>

#	Clause	Provisions
		<p>all of its Notional Allocation of Latitude Shares while those Latitude Shares are owned by the Company; or</p> <p>b) enter into or grant any derivative, synthetic exposure, forward sale or any other interest in respect of some or all of its Notional Allocation of Latitude Shares while those Latitude Shares are owned by the Company.</p>
<b>Ownership, disposal and transfer of interests in the Company</b>		
26.	<b>Disposal of Company Securities</b>	<p>A Shareholder must not dispose of any Securities other than:</p> <p>a) with the written consent of all other Shareholders; or</p> <p>b) to an Affiliate (<b>Related Transferee</b>) provided that (i) the Affiliate executes an accession deed to accede to the Shareholders Agreement and (ii) the Securities must be transferred back to that particular Shareholder or an Affiliate of that particular Shareholder if the Related Transferee ceases to be an Affiliate of that particular Shareholder.</p>
27.	<b>Security Interests</b>	<p>A Shareholder must not create a Security Interest or permit a Security Interest to exist over any of its Securities unless:</p> <p>a) the Security Interest forms part of the Shareholders Agreement; or</p> <p>b) all other Shareholders consent to it on whatever terms and conditions the other Shareholders determine.</p>
<b>Other</b>		
28.	<b>Default</b>	<p>a) If an Event of Default occurs in respect of a Shareholder (<b>Defaulting Shareholder</b>):</p> <ul style="list-style-type: none"> <li>• the other Shareholders (<b>Non-defaulting Shareholders</b>) or any of them may within 45 days after becoming aware of the Event of Default give the Defaulting Shareholder a default notice; and</li> <li>• if the Non-defaulting Shareholders giving the notice acting reasonably consider the Event of Default can be remedied the Non-defaulting Shareholders may require the Defaulting Shareholder to remedy the Event of Default within 45 days after the Defaulting Shareholder receives the default notice (<b>Remedy Period</b>).</li> </ul> <p>b) If a default notice is given then from the date the Defaulting Shareholder receives the default notice until:</p> <ul style="list-style-type: none"> <li>• the Event of Default is remedied, if required by the Non-Defaulting Shareholder(s) under paragraph a) or if otherwise capable of remedy; or</li> <li>• all the Non-defaulting Shareholders who gave the default notice withdraw the default notice,</li> </ul> <p>whichever occurs earlier:</p> <ul style="list-style-type: none"> <li>• the Defaulting Shareholder may not vote on matters reserved for approval by Shareholders and will be treated as non-existent for the purposes of approving any matter in this document or the Constitution of the Company that requires approval of Shareholders and must not otherwise vote at any meeting of shareholders of the Company;</li> <li>• any director of the Company appointed by the Defaulting Shareholder must not participate or vote in any Board meeting and</li> </ul>



#	Clause	Provisions
		<p>any matter which under this document or the Constitution of the Company requires the approval of all directors will not require approval of any director of the Company appointed by the Defaulting Shareholder; and</p> <ul style="list-style-type: none"> <li>• the quorum requirement for the Board shall be relaxed so that the absence of any director appointed by the Defaulting Shareholder will not be taken to cause a meeting to be inquorate while the Defaulting Shareholder's rights are suspended.</li> </ul> <p>c) If a default notice is given any Non-defaulting Shareholder may within 20 Business Days after:</p> <ul style="list-style-type: none"> <li>• the default notice is given (if there is no Remedy Period); or</li> <li>• the end of any Remedy Period where the Event of Default has not been remedied to the satisfaction of the Non-defaulting Shareholders,</li> </ul> <p>require the Defaulting Shareholder to sell its Securities to the Non-defaulting Shareholders.</p> <p>d) Each of the following are Events of Default in respect of a Shareholder:</p> <ul style="list-style-type: none"> <li>• the Shareholder Disposes of any of its Securities in breach of clause 26 (Disposal of Company Securities);</li> <li>• the Shareholder creates or permits to exist any Security Interest over all or any of its Securities in breach of clause 27 (Security Interests);</li> <li>• an Insolvency Event occurs in respect of the Shareholder;</li> <li>• a Change of Control of the Shareholder occurs without the prior written unanimous consent of the other Shareholders;</li> <li>• the Shareholder grants an economic interest or otherwise disposes of an interest in some or all of its Notional Allocation of Latitude Shares while those Latitude Shares are owned by the Company in breach of clause 25.</li> </ul> <p>e) The sale price for the Defaulting Shareholder's Securities will be:</p> <ul style="list-style-type: none"> <li>• a price determined by the Board (other than the Defaulting Shareholder's nominee, if any) acting reasonably and agreed on in writing with the Defaulting Shareholder within 14 days after the Defaulting Shareholder receives the notice; or</li> <li>• if the Board and Defaulting Shareholder fail to agree on a price, 90% of the price determined by an independent valuer.</li> </ul>
29.	<b>Termination</b>	<p>The rights and obligations of the parties under this document terminate on the earliest of:</p> <ul style="list-style-type: none"> <li>• the date all the parties agree on in writing;</li> <li>• the first day on which there is only one shareholder in the Company; and</li> <li>• the date on which the Company is wound up.</li> </ul> <p>On termination, this document is at an end as to its future operation, except for:</p>

#	Clause	Provisions
		<ul style="list-style-type: none"> <li>any claim or enforcing any other right which arises on, or has arisen before, termination;</li> <li>this clause and clauses 31, 32, 34, 36, 37 and any clause expressed to survive termination of this document; and</li> <li>any other provisions of this document necessary for or incidental to the operation of those clauses.</li> </ul>
30.	<b>Dispute Resolution</b>	The provisions of clause 17 of the Existing SHA (Dispute Resolution) are incorporated by reference in this document.
31.	<b>Confidentiality</b>	The provisions of clause 19 of the Existing SHA (Confidentiality and Announcement) are incorporated by reference in this document.
32.	<b>Notices</b>	The provisions of clause 21 of the Existing SHA (Notices) are incorporated by reference in this document.
33.	<b>Expenses</b>	Each Party must pay its own expenses incurred in negotiating, executing, stamping and registering this document.
34.	<b>Amendment and Assignment</b>	<p>This document may only be amended in writing by another document executed by the Parties.</p> <p>Except as specifically provided in this document, a Party may only assign, encumber, create a Security Interest over, declare a trust over or otherwise deal with its rights under this document with the written consent of each other Party or as otherwise expressly permitted by this document.</p>
35.	<b>Representations and warranties</b>	Each Party represents and warrants to each other Party as to each of the statements in clause 18.1 and clause 18.3 of the Existing SHA (other than the statements in clause 18.1(j) of the Existing SHA).
36.	<b>General</b>	The provisions of clause 23 of the Existing SHA (General) are incorporated by reference in this document.
37.	<b>Definitions</b>	<p>A matter not otherwise defined in this document has the meaning given to it in the Existing SHA.</p> <p>The rules for interpretation set out in clause 1.2 to 1.6 of the Existing SHA also apply to this document.</p> <p><b>ASX</b> means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.</p> <p><b>C-Notes</b> means the C-Notes transferred to the Company as part of the restructure undertaken in connection with the IPO.</p> <p><b>CEO Option</b> means the options granted by the Company to Astra Cap Pty Ltd (ACN 622 381 364) as trustee for The Astra Cap Trust under the CEO Option Deed.</p> <p><b>CEO Option Deed</b> means the option deed dated 30 March 2021 entered into between the Company and Astra Cap Pty Ltd (ACN 622 381 364) as trustee for The Astra Cap Trust.</p> <p><b>Escrow Deed</b> means the voluntary escrow deed dated 30 March 2021 between the Company and Latitude entered into in connection with the IPO.</p>

#	Clause	Provisions
		<p><b>First Escrow Release Date</b> means the Trading Day following the day on which Latitude's half year results for the financial half year ending 30 June 2021 are released to the ASX.</p> <p><b>IPO</b> means the initial public offering of Latitude Shares made under a prospectus stating Latitude has applied, or will apply, in conjunction with the offering of Latitude Shares, for quotation of the Latitude Shares on the ASX.</p> <p><b>Latitude Shares</b> means ordinary shares in Latitude.</p> <p><b>Net Sales Proceeds</b> for a Shareholder means an amount equal to:</p> <p>(a) (the actual average price per Latitude Share realised by the Company at the time of the disposal of Latitude Shares including from the Notional Allocation of that Shareholder less average selling costs per Latitude Share sold) x the total number of Latitude Shares from the Notional Allocation of that Shareholder that were sold by the Company at that time;</p> <p>less</p> <p>(b) an amount equal to the Shareholder's Put Option Shares Proportion of the sum of the total purchase price paid by the Company for the Put Option Shares and the Put Option Transaction Costs allocated to that Shareholder in accordance with clause 15 (to the extent applicable).</p> <p><b>Notional Allocation Percentage</b> for a Shareholder is equal to the Notional Allocation number of Latitude Shares for the Shareholder divided by the total number of Latitude Shares held by the Company, expressed as a percentage.</p> <p><b>Post Index Shares Escrow Release Date</b> means the Trading Day following the day on which Latitude's full year results for the financial year ending 31 December 2021 are released to the ASX.</p> <p><b>Put Option</b> means the put options granted to the Värde co-investors under the Put Option Deeds.</p> <p><b>Put Option Deeds</b> means the put option deeds entered into between the Company and the Värde co-investors at or around the date on which Latitude is admitted to the official list of the ASX.</p> <p><b>Receivables Acquisition Deed</b> means the document entitled "Receivables Acquisition Deed" between, amongst others, the Company and Latitude dated 30 March 2021.</p> <p><b>SAIL</b> means SELECT ACCESS Investments Limited (ACN 101 078 111).</p> <p><b>SAIL Documents</b> means the novation agreements relating to equity participations between the Company and SAIL, each of those equity participations, the SAIL unwind directions deed and SAIL Unwind Equity FPA Side Letter in each case which were executed by the Company prior to the date of this document.</p> <p><b>Securities</b> means as the context requires an issued ordinary or redeemable preference share in the capital of the Company.</p> <p><b>Shareholders</b> means KKR, DB and Vatpo.</p> <p><b>Super Majority Resolution</b> is a resolution of the Board of the Company which receives an affirmative vote from each director of the Company who has been appointed by a Shareholder whose aggregate share ownership percentage (ordinary shares and preference shares) in the Company is at least 5%.</p> <p><b>Trading Day</b> has the meaning give to that term in the listing rules of ASX.</p>

Confidential

**EXECUTED** on behalf of **KKR  
CLARENDON HOLDINGS L.P.** by **KKR  
CLARENDON HOLDINGS GP LLC**, its  
general partner:



\_\_\_\_\_  
Signature of authorised signatory

Chief Financial Officer

\_\_\_\_\_  
Title

Robert Lewin

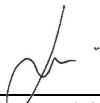
\_\_\_\_\_  
Name

New York, USA

\_\_\_\_\_  
Place of signing

Confidential

**EXECUTED** by **VATPO INVESTMENTS  
PTE. LTD.:**



\_\_\_\_\_  
Signature of director

**Lemuel Cheong Chern Fai**

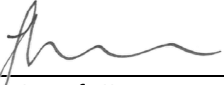
\_\_\_\_\_  
Name

**Singapore**

\_\_\_\_\_  
Place of signing

Confidential

**SIGNED** for **DEUTSCHE BANK AG,**  
**SYDNEY BRANCH** ABN 13 064 165 162  
by its attorneys:



\_\_\_\_\_  
Signature of attorney



\_\_\_\_\_  
Signature of attorney

**Lucinda Flanagan**

\_\_\_\_\_  
Name

**Pankaj Makhija**

\_\_\_\_\_  
Name

**Sydney, Australia**

\_\_\_\_\_  
Place of signing

**Sydney, Australia**

\_\_\_\_\_  
Place of signing

Confidential

**EXECUTED** for and on behalf of **KVD SINGAPORE PTE. LTD.** by two directors:



\_\_\_\_\_  
Signature of director

LEMUEL CHEONG CHERN FAI  
Name

SINGAPORE  
Place of signing



\_\_\_\_\_  
Signature of director

JAKA PRASETYA  
Name

SINGAPORE  
Place of signing

**Attachment A****Initial Notional Allocation**

<b>Shareholder</b>	<b>Notional Allocation Percentage (as at completion of the IPO)*</b>	<b>Notional Allocation (number of Latitude Share as at completion of the IPO)</b>
KKR Clarendon Holdings L.P.	41.1909%	273,109,501
Vatpo Investments Pte. Ltd.	32.8732%	217,960,701
Deutsche Bank AG, Sydney Branch	25.9359%	171,964,071
<b>Total</b>	<b>100%</b>	<b>663,034,273</b>

\*Percentage of total number of Latitude Shares held by the Company.



**Attachment B****Initial Ownership Percentages in the Company****Aggregate Ownership Percentages in the Company:**

<b>Shareholder</b>	<b>Aggregate Ownership Percentage in the Company (ordinary shares and preference shares) following completion of the IPO</b>
KKR Clarendon Holdings L.P.	41.1909%
Vatpo Investments Pte. Ltd.	32.8732%
Deutsche Bank AG, Sydney Branch	25.9359%

**Ownership Percentages of Each Class of Shares in the Company:**

<b>Shareholder</b>	<b>% of total issued Ordinary Shares AU in the Company</b>	<b>% of total issued Ordinary Shares NZ in the Company</b>	<b>% of total issued Redeemable Preference Shares AU in the Company</b>	<b>% of total issued Redeemable Preference Shares NZ in the Company</b>
KKR Clarendon Holdings L.P.	41.1925%%	41.1727%%	41.1933%	41.1770%%
Vatpo Investments Pte. Ltd.	32.8723%%	32.8834%%	32.8719%	32.8810%%
Deutsche Bank AG, Sydney Branch	25.9352%%	25.9439%%	25.9349%	25.9420%%

Note: The % in the above table reflects the ownership percentages in the Company following completion of the IPO.

## Attachment C

### Put Option Shares Proportions

The Put Option Share Proportions for the notional allocation of Put Option Shares to the selling Shareholders will be determined by the Company in accordance with the methodology set out in this Attachment C.

#### 1. Sale by the Company for Vatpo only

If the relevant sale of Latitude Shares by the Company which triggered the right of the holders of Put Options to exercise the Put Options and sell the Put Option Shares to the Company (**Relevant Disposal**) only involved a sale of Latitude Shares that were Notionally Allocated to Vatpo (and no other Shareholders), all of the Put Option Shares acquired by the Company will be notionally allocated to Vatpo.

#### 2. Proportionate sale by the Company for all three Shareholders

If the Relevant Disposal involved a sale by the Company of Latitude Shares that were Notionally Allocated to each of the three Shareholders and the proportions of each of their respective Notional Allocations (as at immediately prior to the Relevant Disposal) which were sold by the Company were the same (or the Company considers, acting reasonably, any difference in the respective sale proportions is immaterial), the Put Option Shares will be notionally allocated to each Shareholder in the proportion that the number of each of their respective Notional Allocation of Latitude Shares sold in the Relevant Disposal represents of the total number of Latitude Shares sold by the Company in the Relevant Disposal.

#### 3. Sale by the Company of Latitude Shares in different proportions

- (a) If the Relevant Disposal involved a sale by the Company of Latitude Shares that were Notionally Allocated to Vatpo and Latitude Shares Notionally Allocated to one or more other Shareholders and the proportions of each of the selling Shareholders' respective Notional Allocations (as at immediately prior to the Relevant Disposal) which were sold by the Company were different then the Put Option Shares will be notionally allocated to each selling Shareholder in the proportion that the number of each of their respective Notional Allocation of Latitude Shares sold in the Relevant Disposal represents of the total number of Latitude Shares sold by the Company in the Relevant Disposal, subject to paragraph (b) below.
- (b) If KKR or DB are a selling Shareholder in the Relevant Disposal (**Other Selling Shareholder**) an Other Selling Shareholder may state in their Sale Notice or "tag" Sale Notice that they elect that if their Requested Sale Proportion is less than their Relevant Proportion at that time no Put Options Shares will be notionally allocated to them (**Election**). If an Other Selling Shareholder makes an Election and their Requested Sale Proportion is less than their Relevant Proportion at that time, no Put Option Shares will be notionally allocated to them under paragraph 3(a) and the number of their Notional Allocation of Latitude Shares sold in the Relevant Disposal will be excluded from the calculation of the notional allocation of the Put Option Shares under paragraph 3(a).

**Requested Sale Proportion** for an Other Selling Shareholder is the proportion that the number of its Notional Allocation of Latitude Shares that it requests in its Sale Notice or "tag" Sale Notice is sold by the Company represents of the total number of Latitude Shares that all Shareholders request are sold by the Company as part of that same Relevant Disposal.

**Relevant Proportion** is calculated as follows:

- (i) the Relevant Proportion as at the completion of the IPO is set out in the table below:

<b>Person</b>	<b>Relevant Proportions at completion of the IPO</b>
KKR	37.953%
Vatpo	30.289%
DB	23.897%
Värde co-investors	7.861%
Total for all persons	100%

- (ii) The Relevant Proportions will be adjusted by the Company after the completion of the IPO to reflect any disposals of any Latitude Shares that are Notionally Allocated to KKR, Vatpo and DB and to reflect any disposals of Latitude Shares by the Värde co-investors. The Company will determine any adjustments to the Relevant Proportions acting reasonably after becoming aware of any relevant disposal of Latitude Shares and will notify each of the Shareholders of the adjusted Relevant Proportions, together with reasonable details of the calculation of those adjusted Relevant Proportions.

## Attachment D

### 1. Matters requiring approval by a Super Majority Resolution of the Board

- a) (**changes to tax structure**) approving anything which could reasonably be expected to have an impact (including reputational impact) on, or change, the tax structure of the Group;
- b) (**Related party transactions**) the approval of a related party transaction to be entered into by the Company or Group Entity with a Shareholder or affiliate of a Shareholder;
- c) (**auditor**) appointing an auditor for any Group Entity other than the appointment of either KPMG, Deloitte Touché Tohmatsu, PricewaterhouseCoopers or Ernst & Young;
- d) (**change to Distribution Policy**) any adoption of, or amendment to, the Company's distribution policy;
- e) (**Company name**) changes to the Company's name; and
- f) (**disposal of undertaking**): the disposal of the whole or substantially the whole of the Company's undertakings or property (other than a sale of Latitude Shares following receipt by the Company of a Sale Notice).

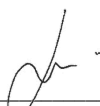
### 2. Matters requiring unanimous Shareholder approval

- a) (**winding up**) approving any scheme of arrangement, appointment of administrator, seeking to have a liquidator appointed or initiating winding up proceedings (other than in circumstances where a majority of the Board resolves to appoint an administrator where those directors in favour of that resolution hold a bona fide belief that the relevant company is insolvent);
- b) (**changes to capital or debt structure**) approving the conversion, restructure, redemption or reorganisation of the capital or debt structure or any other alteration to the capital or debt structure of the Company, except for a redemption or buy-back of preference shares or buy-back or capital reduction of ordinary shares to distribute to selling Shareholders the sale proceeds from the sale of Latitude Shares by the Company in accordance with clause 12 (Sale Notice to request sale by the Company of Latitude Shares);
- c) (**Company constitution**) changes to the Company constitution;
- d) (**class rights**) variation of the rights, privileges or conditions attached to or belonging to any class of shares forming part of the capital of the Company;
- e) (**amalgamation or merger**) any amalgamation or merger of the Company with any other company or legal entity;
- f) (**financing**) provision of any financing by the Shareholders to the Company (whether by way of issue of Securities or shareholder loans);
- g) (**amendments to economic participation agreements**) any amendment to any of the terms of any economic participation agreements entered into between the Company and a Shareholder;
- h) (**amendments to certain agreements**) any amendment to any of the terms of any of the following documents: the SAIL Documents, the C-Notes, any indemnity granted by the Company in favour of Latitude in respect of potential historical tax liabilities, the Receivables Acquisition Deed, the Put Options or the CEO Options;
- i) (**actions in relation to certain agreements**) the sale by the Company of the C-Notes or the Company entering into any arrangements for hedging of the Company's liabilities in relation to the CEO Options; and
- j) (**conduct of indemnity claims**) any decision by the Company to commence, settle or defend any claims in respect of any indemnity granted by the Company in favour of Latitude in respect of potential historical tax liabilities.

Without limiting the above, any matter which the Singapore Companies Act requires to be approved by "special resolution" or "ordinary resolution" (as those terms are defined in the Singapore Companies Act) must be approved by special resolution or ordinary resolution (as applicable) of the Shareholders.

**Annexure C**  
**Acquisitions in Previous Four Months**

This is Annexure "C" of 1 page (including this page) referred to in the Form 603, "Notice of initial substantial holder".



Name: Lemuel Cheong Chern Fai

Date: 20 April 2021



Name: Jaka Prasetya

Date: 20 April 2021

Acquisitions by KVDS of Latitude ordinary shares in the four months prior to 20 April 2021 or on 20 April 2021:

Date of acquisition	Consideration		Class and number of securities
	Cash	Non-cash	
24 March 2021 (Issue of Latitude ordinary shares by Latitude to KVDS)		Transfer by KVDS to Latitude of all of the share capital in Latitude Financial Services Limited (New Zealand company registration number 5624865 as part of the restructure implemented in connection with the initial public offering of Latitude ( <b>Restructure</b> ) and which restructure was described in the prospectus lodged by Latitude with ASIC on 30 March 2021.	212,917,307 ordinary shares
30 March 2021 (Issue of Latitude ordinary shares by Latitude to KVDS)		Total consideration was the issue of promissory notes by KVDS to Latitude in the amounts of A\$685,179,545 and the Australian dollar equivalent of NZ\$174,425,481 as part of the Restructure.	325,636,299 ordinary shares
19 April 2021 (Issue of Latitude ordinary shares by Latitude to KVDS)		Total consideration was promissory notes issued by KVDS with a total face value of A\$54,039,853.31, as part of the Restructure.	20,773,405 ordinary shares