



Deed of Accession

Date: 6 JUNE 2020

Between

Shawco Nominees Pty Limited (ACN 091 614 014) ATF Shawco Family Trust

Gidcorp Pty Limited (ACN 675 635 887) ATF Gidley Family Trust

Shute Family Investments Pty Ltd (ACN 617 411 499) ATF Shute Family Trust

Shawco Holdings Pty Limited (ACN 091 614 050) ATF SFA Superannuation Fund

P K Gidley Super Co Pty Ltd (ACN 160 486 895) ATF The P & K Gidley Superannuation Fund No 1

JK Shute Super Pty Ltd (ACN 620 513 699) ATF JK Shute Family Superannuation Fund

Corriganco Investments Pty Ltd (ACN 634 621 720)

CM & SM Corrigan Super Pty Limited (ACN 634 205 119) as trustee for CM & SM Corrigan Superannuation Fund

Contents

Parties	3
Background	3
1. Shareholders Agreement	4
2. Company representations and warranties	4
3. Individual representations and warranties	Error! Bookmark not defined.
4. Representations and warranties by a trustee	4
5. Notice	5
6. Key Individual	5
Executed	5

Deed of Accession

Date 2020

Parties

Name Corriganco Investments Pty Ltd

ACN 634 621 720

Address 3 Prospect Road, GARDEN SUBURB NSW 2289

and

Name CM & SM Corrigan Super Pty Limited as trustee for CM & SM Corrigan Superannuation Fund (ABN 84 636 829 163)

ACN 634 205 119

Address 3 Prospect Road, GARDEN SUBURB NSW 2289

Collectively the "Acceding Party"

Background

- A. This deed is supplemental to a Shareholder's agreement dated 8 August 2017 made between Shawco Nominees Pty Limited (ACN 091 614 014) ATF Shawco Family Trust, Gidcorp Pty Limited (ACN 675 635 887) ATF Gidley Family Trust, Shute Family Investments Pty Ltd (ACN 617 411 499) ATF Shute Family Trust, Shawco Holdings Pty Limited (ACN 091 614 050) ATF SFA Superannuation Fund, P K Gidley Super Co Pty Ltd (ACN 160 486 895) ATF The P & K Gidley Superannuation Fund No 1 and JK Shute Super Pty Ltd (ACN 620 513 699) ATF JK Shute Family Superannuation Fund (**Shareholders Agreement**).
- B. This deed is made in favour of the parties from time to time to the Shareholders Agreement.

1. Shareholders Agreement

The Acceding Party confirms that it:

- (a) has been supplied with a copy of the Shareholders Agreement; and
- (b) covenants with all present parties to the Shareholders Agreement (whether original or by accession) (**Other Shareholders**) to observe, perform and be bound by all the terms of the Shareholders Agreement with the intent and effect that the Acceding Party will be deemed, with effect from the date on which the Acceding Party is registered as a member of the Company, to be a party to the Shareholders Agreement as a Shareholder.

2. Company representations and warranties

If the Acceding Party is a company, the Acceding Party represents and warrants to the Other Shareholders that:

- (a) it is a company duly incorporated and validly existing under the laws of the country of its incorporation;
- (b) it has the corporate power to enter into and perform its obligations under this document and to carry out the transactions contemplated by the Shareholders Agreement;
- (c) it has taken all necessary corporate action to authorise the entry into and performance of this deed and to carry out the transactions contemplated by the Shareholders Agreement;
- (d) this document is its valid and binding obligation; and
- (e) neither the execution and performance by it of this document nor any transaction contemplated under the Shareholders Agreement will violate in any respect any provision of:
 - (i) its constituent documents; or
 - (ii) any other document, agreement or other arrangement binding on it or its assets.

3. Representations and warranties by a trustee

Each party that is trustee of a trust (**Trustee**) separately represents and warrants to the others that as at the date of this deed and during the term of this deed the following statements are and will be accurate in each particular:

- (a) it is the only trustee of the relevant trust;
- (b) no action has been taken or proposed to remove it as trustee of the relevant trust;
- (c) the copy of the trust deed for the relevant trust (**Trust Deed**) delivered to the Company prior to the execution of this deed discloses all the terms of the relevant trust and there has been no other amending deed, instrument of

appointment, vesting deed or other instrument of any description that affects the terms of the relevant trust;

- (d) it has the power under the Trust Deed for the relevant trust to enter into and observe its obligations under this deed and it has entered into this deed in its capacity as trustee of the relevant trust and for the benefit of the beneficiaries of the relevant trust;
- (e) it has a right to be indemnified out of the property or fund of the relevant trust in respect of obligations incurred by it under this deed subject always to the terms of the Trust Deed for the relevant trust; and
- (f) it is not in default under the relevant Trust Deed.

4. Notice

The address of the Acceding Party for the purpose of clause 24.4 of the Shareholders Agreement will be as set out in the introduction to this deed.

5. Key Individual

- (a) The name and address of the Acceding Party's nominated Key Individual is:

Clare Corrigan
3 Prospect Road
GARDEN SUBURB NSW 2289

- (b) The Acceding Party acknowledges and agrees that some of its rights and responsibilities under the Shareholders Agreement are directly related to the conduct and performance of their nominated Key Individual, including, but not limited to, clauses 11, 12, 14 and 18.
- (c) The Key Individual named above agrees to be bound by the Shareholders Agreement (as that agreement is amended from time to time), as if any person were originally named as a party.

Executed as a deed

EXECUTED by **Clare Corrigan**, in the presence of:

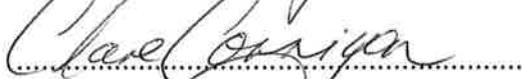

.....
Signature of Witness

SEAN CORRIGAN
.....
Name of Witness


.....
Signature of Clare Corrigan

Executed by **Corriganco Investments**)
Pty Ltd (ACN 634 621 720) in accordance)
with section 127 of the *Corporations Act*)
2001 (Cth) by:)

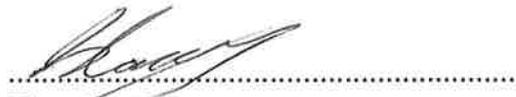

.....
Signature of Director/Secretary


.....
Name of Director/Secretary
CLARE CORRIGAN.


.....
Signature of Director

CLARE CORRIGAN
.....
Name of Director

Executed by **CM & SM Corrigan Super**)
Pty Limited (ACN 634 205 119) as trustee)
for **CM & SM Corrigan Superannuation**)
Fund in accordance with section 127 of the)
Corporations Act 2001 (Cth) by:


.....
Signature of Director/Secretary

SEAN CORRIGAN
.....
Name of Director/Secretary


.....
Signature of Director

CLARE CORRIGAN.
.....
Name of Director