

28 June 2021

ASX Announcement

Mainstream enters into Scheme Implementation Deed with Apex

Summary

- › Apex Group Limited made an offer to acquire 100% of Mainstream shares for **\$2.80 cash per share** by way of a scheme of arrangement, being a 133.3% premium to the \$1.20 price per share offered by Vistra on 9 March 2021 and a 1.4% premium to the \$2.76 price per share offered by SS&C on 1 June 2021.
- › SS&C did not exercise its matching right in relation to the Apex Offer by the required deadline. Accordingly, Mainstream has terminated the Scheme Implementation Deed with SS&C.
- › On 27 June 2021, Mainstream and Apex entered into a Scheme Implementation Deed.
- › Mainstream's Directors unanimously recommend that Mainstream shareholders vote in favour of the Apex scheme of arrangement.

No exercise of Matching Right by SS&C

As announced on 10 June 2021 and 18 June 2021, Mainstream Group Holdings Limited (ASX:MAI) (**Mainstream** or the **Company**) advises that:

- › Mainstream received a further unsolicited offer from Apex Group Limited (**Apex**) for the acquisition of 100% of the shares in Mainstream by way of scheme of arrangement for \$2.80 cash per share (**Apex Offer**);
- › SS&C Technologies, Inc and SS&C Solutions Pty Ltd (together, **SS&C**) did not exercise its matching right under the Scheme Implementation Deed between Mainstream and SS&C dated 11 April 2021 (as amended) (**SS&C SID**) in relation to the Apex Offer by the required deadline; and
- › consistent with the Mainstream Directors' duties, Mainstream entered into discussions with Apex in relation to the terms of the Apex Offer.

Mainstream announces that it has now entered into a Scheme Implementation Deed with Apex and Apex Fund Holdings Australia Pty Limited (**Apex Bidder**) dated 27 June 2021 (**Apex SID**). Mainstream has given a notice of termination under the SS&C SID.

Overview of Scheme Implementation Deed with Apex

Mainstream has entered into the Apex SID, under which Apex Bidder will acquire 100% of the outstanding shares¹ of Mainstream (**Mainstream Shares**) for \$2.80 per share (**Apex Scheme Consideration**) by way of a scheme of arrangement (**Apex Scheme**). Apex guarantees the obligations of Apex Bidder, its 100% subsidiary, under the terms of the Apex SID.

The conditions to the Apex SID are summarised below.

The Apex Scheme Consideration of \$2.80 per share represents a 133.3% increase to the \$1.20 price per share offered by Vistra Holdings (Australia) Pty Ltd and Vistra Group Holdings (BVI) Limited (together, **Vistra**) and a 1.4% premium to the \$2.76 price per share offered by SS&C on 1 June 2021, and values the equity of Mainstream at approximately \$400 million.

It represents:

¹ The total shares at completion will be 142,857,422, being (i) the current 138,089,440 ordinary shares on issue plus (ii) shares representing the 4,767,982 equity rights which will vest on change of control and participate in the Apex Scheme. All remaining equity rights on issue will be cancelled prior to the record date for the Apex Scheme for nil consideration.

- › a 153.4% premium to the \$1.11 share price on 8 March 2021 (being the last trading day before Mainstream entered into a Scheme Implementation Deed with Vistra);
- › a premium of 161.8% to the 30-day volume weighted average price, up to and including 8 March 2021; and
- › a premium of 178.1% to the 90-day volume weighted average price, up to and including 8 March 2021.

Apex's offer implies an enterprise value for Mainstream of approximately \$415 million, including transaction costs and net debt, and is equivalent to approximately 36x Mainstream's FY21 EBITDA guidance.

In the event that the Apex Scheme does not become effective within 120 days of the date of execution of the Apex SID, Mainstream may pay a special fully franked dividend of up to \$0.01 per share each month until the Apex Scheme does become effective. Any special dividend paid within those parameters will not be deducted from the Apex Scheme Consideration.

A full copy of the Apex SID is attached to this ASX Announcement (including a full description of all the conditions of the Apex SID).

Mainstream Directors unanimously recommend the Apex Scheme

Mainstream's Directors unanimously consider that the Apex Scheme is in the best interests of Mainstream Shareholders and unanimously recommend that Mainstream shareholders vote in favour of the Apex Scheme at the scheme meeting in the absence of a Superior Proposal² and provided that the Independent Expert's report has concluded that the Apex Scheme is in the best interests of Mainstream Shareholders.

Each Mainstream Director intends to vote Mainstream shares held or controlled by them in favour of the Apex Scheme, subject to the same qualifications set out above.

Conditions of the Apex SID

The Apex SID is subject to customary conditions including certain regulatory and other approvals (being approvals in certain jurisdictions in which Mainstream operates), shareholder approval, court approval, no material adverse change, no occurrence of a regulated event and no material breach of warranty by Mainstream or Apex.

The Apex SID is also conditional on the SS&C SID being terminated.

In addition, the Apex SID contains:

- › customary 'no shop' restrictions, 'no talk' restrictions and matching rights;
- › provisions providing for circumstances in which a break fee may be payable by Mainstream to Apex; and
- › provisions providing for a break fee to be payable by Apex to Mainstream in the event that specified regulatory approvals for the Apex Scheme are not obtained.

Overview of Apex

Apex, established in Bermuda in 2003, is a global financial services provider. With the addition of Mainstream, Apex will have 50 offices worldwide, close to 5,000 employees, and servicing nearly US\$1.4 trillion in assets across administration, depositary, custody and under management. Apex delivers a full suite of services to asset managers, family offices, financial institutions and corporates.

The proposed acquisition would provide Mainstream clients with access to a significantly broader range of solutions including fund services, digital banking, depositary, custody, super ManCo services, compliance solutions, corporate services, a digital marketing platform to support capital raising as well as Apex's pioneering ESG Ratings and Advisory service for private companies.

² As defined in the Apex SID.

Apex operates in all locations Mainstream is located, complementing Apex's existing presence in those markets and further strengthening Apex's growing market position in Asia-Pacific and the Americas.

Apex has made a series of successful strategic acquisitions in recent years while maintaining a 99% client retention rate. Accordingly, Apex intends to retain Mainstream's existing management team and employees to further strengthen its existing talent in each region.

Indicative timetable

Subject to Court approval, Mainstream intends to send a Scheme Book (including further information in relation to the Scheme, directors' recommendations and the reasons for those recommendations and an Independent Expert's Report) to shareholders in mid to late August 2021. Mainstream shareholders will then be asked to vote on the transaction at a Court convened shareholder meeting at a time to be scheduled.

The Scheme also remains subject to a number of regulatory approvals, such as Australian Foreign Investment Review Board, and other regulatory authority approvals in jurisdictions where Mainstream operates. As such, the certainty and timing for the completion of the Scheme is subject to change. Mainstream will continue to keep the market informed in accordance with its continuous disclosure obligations.

Mainstream shareholders do not need to take any action at the current time.

Key dates for the indicative timetable for the Scheme are set out as follows:

Event	Expected date
First court hearing	Week of 2 August 2021
Despatch of Scheme Booklet to MAI shareholders	Week of 23 August 2021
Scheme meeting	Week of 20 September 2021
Second court hearing *	Week of 27 September 2021
Effective date *	Week of 27 September 2021
Record date *	Week of 4 October 2021
Implementation date *	Week of 11 October 2021

* Subject to the receipt of required regulatory approvals.

Mainstream is being advised by Miles Advisory Partners as financial adviser and Maddocks as legal adviser.

Apex is being advised by Macquarie Capital as financial adviser and Herbert Smith Freehills as legal adviser.

Authorisation

This ASX Announcement has been authorised by the Company's board of directors.

For more information

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About Mainstream Group Holdings

Mainstream Group Holdings Limited (ASX: MAI) provides fund administration services underpinned by investment in people, processes and technology.

As at March 2021, the Group provides administration services to 1,364 funds and more than 176,000 investors with funds under administration in excess of AUD \$272 billion.

Mainstream employs 330 people, with operations in Australia, Singapore, Hong Kong, the United States, the Isle of Man, Malta, Ireland and the Cayman Islands.

For more information, please visit: <https://www.mainstreamgroup.com>.

Attachment – Apex Scheme Implementation Deed

For personal use only



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Scheme Implementation Deed

Mainstream Group Holdings Limited
ACN 112 252 114

Apex Fund Holdings Australia Pty Limited
ACN 649 344 507
and

Apex Group Limited

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Dated 27 June 2021

Name	Mainstream Group Holdings Limited ACN 112 252 114
Address	[REDACTED]
Email	[REDACTED]
Contact	[REDACTED]
Short name	Mainstream
Name	Apex Fund Holdings Australia Pty Limited ACN 649 344 507
Address	[REDACTED]
Email	[REDACTED]
Contact	[REDACTED]
Short name	Bidder
Name	Apex Group Ltd
Address	[REDACTED]
Email	[REDACTED]
Contact	[REDACTED]
Short name	Bidder Guarantor

- A. Bidder proposes to acquire all of the Scheme Shares pursuant to the Scheme.
- B. Mainstream has agreed to propose the Scheme to Shareholders and to issue the Scheme Booklet to Shareholders, and Bidder and Mainstream have agreed to implement the Scheme, upon and subject to the terms and conditions of this Deed.
- C. Bidder Guarantor has agreed to guarantee the obligations of Bidder under this Deed, the Deed Poll and in relation to the Scheme and procure performance by Bidder of those obligations.

1.1 Definitions

Adviser means, in relation to an entity, a financier, financial adviser, corporate adviser, legal adviser, or technical or other expert adviser, or consultant who provides advisory services in a professional capacity and who has been engaged by that entity in connection, directly or indirectly, with the Scheme.

Associate has the meaning given in the Corporations Act.

Authorisation includes any licence, consent, permission, certification, accreditation, approval, determination, requirement, registration, filing, authorisation, waiver or exemption issued or required by, or to be obtained from, an Authority or required under any law.

- (a) any Related Body Corporate of the party;
- (b) an officer or employee of the party or any of its Related Bodies Corporate;
- (c) an adviser or financier of the party or any of its Related Bodies Corporate; or
- (d) an officer, partner, consultant or employee of any entity referred to in paragraph (c) of this definition.

- (a) government, government department, government agency or government authority;
- (b) governmental, semi-governmental, municipal, judicial, quasi-judicial, administrative or fiscal entity or person carrying out any statutory authority or function, including the Takeovers Panel; or
- (c) other entity or person (whether autonomous or not) having powers or jurisdiction under:
 - (i) any statute, regulation, ordinance, by-law, order or proclamation, or the common law; or
 - (ii) the rules of any recognised stock or securities exchange.

Bidder Break Fee means \$4,000,000 (excluding GST).

Bidder Group means Bidder and each of its Related Bodies Corporate.

Bidder Group Member means any member of the Bidder Group.

Bidder Provided Information means all information regarding the Bidder Group that is provided by or on behalf of Bidder to Mainstream or any of Mainstream's Representatives to enable the Scheme Booklet to be prepared and completed in accordance with clause 6.3, and any updates to that information provided by or on behalf of Bidder to Mainstream or any of its Representatives.

Bidder Warranty means each warranty of Bidder set out in Schedule 2.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in New South Wales, Australia or Bermuda.

Claim means any debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

Competing Proposal means any proposal, offer, transaction or arrangement by a Third Party that, if entered into or substantially completed, would mean:

- (a) a person would acquire directly or indirectly a Relevant Interest or become the holder of 15% or more of the Shares or of the securities of any Mainstream Group Member;
- (a) a person would enter into, buy, Dispose of, terminate or otherwise deal with any cash settled equity swap or other synthetic, economic or derivative transaction connected with or relating to 15% or more of the Shares or of the securities of any member of the Mainstream Group;
- (b) a person would directly or indirectly acquire, obtain a right to acquire, or otherwise obtain an interest (including an economic interest) in all or a substantial part or material part of the business conducted by, or assets or property of, Mainstream or any Mainstream Group Member;
- (c) a person would acquire Control of Mainstream or any Mainstream Group Member;
- (d) a person may otherwise indirectly or directly acquire, merge or amalgamate with, Mainstream or any Mainstream Group Member (including by way of takeover bid, scheme of arrangement, capital reduction, sale of assets, sale of securities, dual listed company structure, reverse takeover, share buy-back or repurchase, recapitalisation, joint venture, partnership or establishment of a new holding entity for Mainstream or other synthetic merger or any other transaction or arrangement);
- (e) Mainstream will issue, on a fully diluted basis, 15% or more of its share capital as consideration for the assets or share capital of a Third Party; or
- (f) Mainstream will cease to be admitted to the official list of ASX or the Shares will cease to be officially quoted on the market operated by ASX,

or any proposal by Mainstream to implement any reorganisation of capital or dissolution or any proposal, offer or transaction that is similar in structure to, or that would be reasonably regarded as being an alternative proposal to, the Transaction, or any transaction that would otherwise result in the Transaction not proceeding. Each successive material modification or variation of any proposal, offer or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.

Conditions means the conditions set out in clause 3.1 of this Deed.

Confidential Information means:

- (a) all information relating to the operations or affairs of a party including all financial and accounting information, all research and development activities and results, supplier names and lists, terms and conditions of supply, research and reports and all trade secrets, know how, operating procedures and technical information; and
- (b) all other information treated by the party as confidential or capable of being protected at law or equity as confidential information or the disclosure of which might cause loss or damage to or otherwise adversely affect the party,

in whatever form.

Confidentiality Agreement means the non-disclosure agreement dated 19 March 2021 between Mainstream and Bidder.

Control has the meaning given in section 50AA of the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Court means the Federal Court of Australia or another court having jurisdiction in relation to the Scheme as agreed between Mainstream and Bidder.

Data Room means the Project Maple-21 online data room maintained by Ansarada.

Deed Poll means the deed poll to be executed by Bidder in favour of the Scheme Participants prior to the First Court Date substantially in the form of Attachment 4 (or in such other form as Bidder and Mainstream may agree in writing, such agreement not to be unreasonably withheld or delayed).

Delivery Time means 8:00am on the Second Court Date.

Dispose means, in relation to an interest in any property or other asset, a sale, transfer, assignment, novation, disposal, waiver, relinquishment or other dealing or action of any kind by means of which a legal, beneficial, voting or economic interest of any kind in that property or other asset, whether absolute or by way of security and whether proprietary in nature or merely contractual, is, will or may be conferred on or transferred to another person or waived, relinquished or forfeited by a member of the Mainstream Group and **Disposal** has a corresponding meaning.

Due Diligence Material means all documents and information disclosed by, or on behalf of, any Mainstream Group Member (including management presentations and all written responses provided in response to written questions or requests for information) and contained in the Data Room as at 11 April 2021, the index of such materials for which has been initialled for identification by Mainstream's representatives on behalf of Mainstream and by Bidder's representatives on behalf of Bidder on or prior to the date of this Deed and a copy of the contents of which has been provided to Bidder on USB on the date of this Deed.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means the date on which the Scheme becomes Effective.

End Date means the later of:

- (a) the date 9 months after the date of this Deed; or

- (b) such later date as Bidder and Mainstream may agree in writing, each acting reasonably.

Exclusivity Period means the period beginning on and from the date of this Deed and ending on the earlier of:

- (a) the date of termination of this Deed;
- (b) the End Date; and
- (c) the Implementation Date.

Fairly Disclosed has the following meaning. A matter, event or circumstance is taken to have been **Fairly Disclosed** if sufficient information has been disclosed to enable a reasonable and sophisticated person to fairly assess the nature, substance and scope of the information disclosed.

FATA means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

First Court Date means the first day of hearing of an application made to the Court by Mainstream for orders, pursuant to section 411(1) of the Corporations Act, convening the Scheme Meeting or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Good Faith means to act honestly and with fidelity to the bargain between the parties, but does not create any fiduciary obligations and does not mean that a party cannot take into account its own commercial objectives or that it must subordinate its own interests to that of another party.

GST means a goods and services tax or similar value added tax levied or imposed under the GST Law.

GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Headcount Test means the requirement under section 411(4)(a)(ii)(A) of the Corporations Act that the resolution to approve the Scheme at the Scheme Meeting is passed by a majority in number of Mainstream Shareholders present and voting, either in person or by proxy.

Implementation Date means the date which is 5 Business Days after the Record Date or such other date as Mainstream and Bidder may agree in writing.

Independent Expert means an independent expert engaged by Mainstream in accordance with clause 6.1.4.

Independent Expert's Report means the report from the Independent Expert in connection with the Scheme setting out the Independent Expert's opinion as to whether or not the Scheme is in the best interests of Shareholders, and any update to such report.

Insolvency Event means, in relation to a person, any of the following:

- (a) the person resolves that it be wound up or the making of an application or order for the winding up or dissolution of the person, other than where the application or order (as the case may be) is set aside within 14 days;
- (b) the person ceases to be able to pay its debts as and when they fall due;

- Mainstream Regulated Event** means the occurrence of any of the following events:

- (a) Mainstream converts all or any of its securities into a larger or smaller number of securities;
- (a) Mainstream or another Mainstream Group Member (other than a wholly-owned Subsidiary of Mainstream) resolves to reduce its share capital in any way or resolves to re-classify, combine, split, redeem or re-purchase directly or indirectly any of its shares;
- (b) Mainstream or another Mainstream Group Member (other than a wholly-owned Subsidiary of Mainstream):
 - (i) enters into a buy-back agreement; or
 - (ii) resolves to approve the terms of a buy-back agreement under the Corporations Act;
- (c) any Mainstream Group Member issues securities, or grants an option or a performance right over its shares or agrees to make such an issue or grant such an option or a performance right (other than from any Mainstream Group Member to any other Mainstream Group Member or as a result of the vesting and exercise of the Performance Rights);
- (d) any Mainstream Group Member makes, determines as payable or declares any distribution (whether by way of dividend, capital reduction or otherwise and whether cash or in specie);
- (e) any Mainstream Group Member issues, or agrees to issue, convertible notes or any other security convertible into shares or debt securities other than from any Mainstream Group Member to any other Mainstream Group Member;
- (f) any Mainstream Group Member Disposes or agrees to Dispose of the whole, or a substantial part, of its business and property;
- (g) any Mainstream Group Member creates, or agrees to create, any Security Interest over, or declares itself the trustee of, any of the shares, business or property of any Mainstream Group Member, other than a lien which arises by operation of law (including under legislation) or which arises or is granted in the ordinary course of the Mainstream Group's business;
- (h) an Insolvency Event occurs in relation to any Mainstream Group Member;
- (i) Mainstream or any of its Subsidiaries adopts a new constitution or modifies or repeals its constitution or a provision of it;
- (j) any Mainstream Group Member:
 - (i) materially increases the remuneration of, or pays any bonus or issues any securities to, or otherwise varies the employment arrangements with, any of its directors or key executives;
 - (ii) accelerates the rights of any of its directors or key executives to benefits of any kind; or
 - (iii) pays or gives, or agrees to pay or give, a director or executive a termination payment or benefit (including a 'golden parachute') or a payment or benefit upon, or in connection with, a change of control, or any other kind of bonus, compensation or benefit; or

- (k) any Mainstream Group Member enters into, or resolves to enter into, a transaction with any related party of Mainstream (other than a related party that is a Mainstream Group Member), as defined in section 228 of the Corporations Act,

other than:

- (l) in relation to paragraph (i) of this definition only, as required by law or an Authority;
- (m) as expressly permitted or required to be undertaken or procured by the Mainstream Group pursuant to the Transaction Documents;
- (n) an act, matter, circumstance or event to which Bidder has provided its prior written consent;
- (o) as Fairly Disclosed in the Due Diligence Material;
- (p) as Fairly Disclosed in any announcement to the ASX made by Mainstream in the six months prior to the date of this Deed;
- (q) in the case of paragraph (j):
 - (i) an increase of base salary in the ordinary course as part of annual remuneration reviews consistent with past practices;
 - (ii) genuine special exertion fees paid, following the prior written agreement of Bidder, to directors in accordance with Mainstream's constitution in connection with their work on the Transaction;
 - (iii) the vesting of any Performance Rights and the issue of Shares in accordance with the terms of any Performance Rights;
 - (iv) as provided for in Mainstream's redundancy policy or an existing employment or services agreement, in either case disclosed in the Due Diligence Material;
 - (v) the payment of up to \$1.8 million in cash incentives or bonuses to existing executives of the Mainstream Group in accordance with the terms of the incentive arrangements as at the date of this Deed; or
- (r) a Permitted Dividend.

Mainstream Warranty means each warranty of Mainstream set out in Schedule 1.

Matching Deadline means, in relation to a Superior Proposal, the date that is 4 Business Days after a Superior Proposal is notified to Bidder pursuant to clause 13.5.2.

Material Adverse Change means any event, occurrence, circumstance, change, matter, condition or thing (**Relevant Circumstance**) which, individually or when aggregated with other such events, occurrences, circumstances, changes, matters, conditions or things, has had or would be reasonably likely to have the effect of reducing:

- (a) the consolidated tangible net assets of the Mainstream Group by at least 15% as compared to the consolidated net tangible assets of the Mainstream Group as at 31 December 2020; or
- (b) the Mainstream Group's consolidated earnings before interest, taxes, depreciation and amortization (**EBITDA**) (after the application of Accounting Standard AASB16

in each case other than a Relevant Circumstance:

- (c) to the extent Fairly Disclosed in:
 - (i) the Due Diligence Material; or
 - (ii) any announcement to the ASX made by Mainstream in the 6 months prior to the date of this Deed;
- (d) expressly required or permitted to be undertaken or procured by the Mainstream Group pursuant to the Transaction Documents;
- (e) acknowledged or consented to in writing by Bidder, including an acknowledgement of or consent to any consequences of the Relevant Circumstance;
- (f) within the actual knowledge, as at the date of this Deed, of any director, secretary or senior officer of Bidder or a member of the Bidder Group who has been involved in the assessment and/or negotiation of the Transaction before the date of this Deed (which does not include knowledge simply of the risk that the Relevant Circumstance may occur or arise);
- (g) constituted by or relating to the costs and expenses incurred by the Mainstream Group associated with the Vistra SID, the SS&C SID, the Scheme or the competitive bidding process conducted by Mainstream which culminated in the execution of this Deed including:
 - (i) all fees payable to Advisers of Mainstream and the funding of the same, to the extent such amounts are Fairly Disclosed in the Due Diligence Material and permitted under clause 7.1.2(s); and
 - (ii) the payment of up to \$3,728,579 (excluding GST) by Mainstream under clause 15.3 of the SS&C SID.
- (h) comprising or resulting from any change or disruption to, or fluctuation in, general economic, business or political conditions, including any change in foreign exchange rates, interest rates or commodities prices, any change or disruption to, or fluctuation in, existing financial markets, or any act of terrorism, war or natural disaster or the like, in Australia or elsewhere, but in each case excluding any such change, disruption or fluctuation having an adverse effect on the Mainstream Group, taken as a whole, that is materially disproportionate as compared to the adverse effect of the relevant change, disruption or fluctuation on other participants in the industries in which the Mainstream Group operates;
- (i) which is the consequence of losses constituted by an insurable event covered by the Mainstream Group's insurances where the insurers have paid or agreed to pay the full amount of the relevant claim, or the agreed settlement amount, within 60 days of the Relevant Circumstance. For the avoidance of doubt, any deductible paid or payable by a Mainstream Group Member will constitute a Relevant Circumstance; or
- (j) which relates to or arises from the US Settlement, including any financial indebtedness incurred by the Mainstream Group to enable payment of amounts payable in relation to the US Settlement).

provided that any event, occurrence, circumstance, change, matter, condition or thing which:

- (k) has occurred after the date of this Deed but prior to the Delivery Time;
- (l) has a positive effect on the consolidated net assets or revenue of the Mainstream Group, and
- (m) is the result of actions undertaken by the Mainstream Group in Good Faith and in the ordinary course of business (and, for the avoidance of doubt, not for the sole or predominant purpose of off-setting (in whole or in part) the impact of any Relevant Circumstance that may cause or contribute to a Material Adverse Change),

are to be taken into account in calculating whether a threshold in paragraph (a) or (b) has been reached.

Material Contract means the contracts agreed in writing between the parties on or about the date of this Deed to be 'Material Contracts' for the purposes of this Deed.

Performance Rights means unquoted Share rights issued prior to the date of this Deed and pursuant to the terms of the Mainstream Group Holdings Limited Employee Share Plan Rules adopted by the Board on 20 July 2015, being document 04.03.02 in the Data Room.

Permitted Dividend means a dividend paid by Mainstream under clause 7.9.

PPSR means the register of security interests maintained in accordance with the *Personal Property Securities Act 2009* (Cth).

Public Announcement means the public announcement to be made by Mainstream in relation to the execution of this Deed including the information set out in clause 9.1 and clause 9.2 and otherwise in a form agreed in writing by the parties.

Record Date means 7:00 pm on the second Business Day following the Effective Date or such other date after the Effective Date as Bidder and Mainstream agree in writing.

Register means the register of Shares kept on behalf of Mainstream by the Share Registry.

Regulatory Guides means all regulatory guides published by ASIC and in force at the date of this Deed.

Related Body Corporate has the meaning given in sections 9 and 50 of the Corporations Act.

Related Entities has the meaning given in section 9 of the Corporations Act.

Relevant Interest has the meaning given in sections 608 and 609 of the Corporations Act.

Relevant Period has the meaning given in clause 7.1.

Representative means in respect of a party, any person acting for or on behalf of that party (including any Related Body Corporate of that party, and any director, officer, employee, agent, affiliate, contractor or Adviser of that party or its Related Bodies Corporate).

Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act proposed between Mainstream and the Scheme Participants, substantially in the form of Attachment 3 (or in such other form as Bidder and Mainstream may agree in writing, such agreement not to be unreasonably withheld or delayed), together with any alterations or conditions made or required pursuant to sub-section 411(6) of the Corporations Act and agreed or consented to in writing by Mainstream and Bidder.

Scheme Booklet means the scheme booklet prepared by Mainstream in relation to the Scheme in accordance with (and including or accompanied by each of the documents described in) clause 6.3.

Scheme Consideration means the consideration to be provided to Scheme Participants under the terms of the Scheme for the transfer of their Scheme Shares to Bidder as described in clauses 4.1.4 and 5.1.

Scheme Meeting means the meeting or meetings of Shareholders ordered by the Court in relation to the Scheme to be convened pursuant to Section 411(1) of the Corporations Act.

Scheme Participant means a Shareholder on the Record Date.

Scheme Resolution means the resolution to be put to Shareholders to approve the Scheme.

Scheme Shares means all Shares held by Shareholders as at the Record Date.

Second Court Date means the first day of hearing of an application made to the Court by Mainstream for orders pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Security Interest means:

- (a) any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest (as defined in the *Personal Property Securities Act 2009*);
- (b) a 'security interest' as defined in section 12 of the *Personal Property Securities Act 2009* (Cth); or
- (c) any agreement to create or grant any arrangement described in paragraph (a) or (b).

Share means a fully paid ordinary share issued in the capital of Mainstream.

Share Registry means Mainstream Fund Services Pty Ltd of Level 1, 51 – 57 Pitt Street, Sydney, New South Wales 2000, Australia.

Share Splitting means the splitting by a holder of Shares into two or more parcels of Shares whether or not it results in any change in beneficial ownership of the Shares.

Shareholder means each person who is registered in the Register as the holder of Shares.

SS&C Confidentiality Agreement means the non-disclosure agreement dated 29 March 2021 between Mainstream and SS&C Solutions Pty Limited.

SS&C Entity means SS&C Solutions Pty Limited, SS&C Technologies, Inc. or any of their Related Bodies Corporate.

SS&C SID means the scheme implementation deed dated on or about 11 April 2021 between Mainstream, SS&C Solutions Pty Limited and SS&C Technologies, Inc., as amended.

SS&C Scheme means a scheme of arrangement under part 5.1 of the Corporations Act between Mainstream and its Shareholders under which a SS&C Entity(s) acquires all the Shares on issue in Mainstream.

Standstill Period means a period of 6 months from the end of the Exclusivity Period.

Subsidiary has the meaning given in the Corporations Act.

Superior Proposal means a written bona fide Competing Proposal which the Mainstream Board acting in Good Faith in the interests of Mainstream and Shareholders and, after having first obtained written advice from its legal and financial advisers, determines is:

- (a) reasonably capable of being completed, taking into account all aspects of the Competing Proposal; and
- (b) more favourable to Shareholders than the Scheme, taking into account all terms and conditions of the Competing Proposal.

Takeovers Panel means the panel established by Part 10 of the *Australian Securities and Investment Commission Act 2001* (Cth).

Third Party means any person other than any Mainstream Group Member or Bidder Group Member.

Timetable means the indicative timetable for the implementation of the Scheme, a copy of which is Attachment 1 to this Deed.

Transaction means the proposed transactions pursuant to which Bidder will acquire the Scheme Shares under the Scheme, in consideration for the provision of the Scheme Consideration and any action to be undertaken pursuant to, or in connection with, a Transaction Document.

Transaction Document means each of:

- (a) this Deed;
- (b) the Scheme;
- (c) the Deed Poll;
- (d) the Confidentiality Agreement; and
- (e) any other document which Bidder and Mainstream agree is necessary or desirable to be entered into for the purposes of the Scheme.

Treasurer means the Treasurer of the Commonwealth of Australia.

US Settlement means the confidential arrangements recorded in Settlement Agreement dated 5 February 2021 between a court appointed receiver and Fundadministration Inc.

Vistra SID means the scheme implementation deed dated on or about 9 March 2021 between Mainstream, Vistra Holdings (Australia) Pty Ltd and Vistra Group Holdings (BVI) Limited.

2. Agreement to proceed with the Scheme

2.1 Mainstream to propose the Scheme

Mainstream agrees to propose and implement the Scheme in accordance with and subject to the terms and conditions of this Deed.

2.2 Bidder to assist

Bidder agrees to assist Mainstream to implement the Scheme in accordance with and subject to the terms and conditions of this Deed.

3. Conditions

3.1 Conditions

The Scheme will not become Effective until, and the obligations of Mainstream and Bidder to implement the Scheme are not binding until, each of the following Conditions have been satisfied or waived in accordance with this clause 3:

3.1.1 FATA Authorisation: on or before the Delivery Time, either:

- (a) the Treasurer (or his delegate) has provided a notice in writing stating or to the effect that, in terms of Australia's foreign investment policy, the Australian Government:
 - (i) does not object to Bidder (or any of its Related Bodies Corporate or any foreign government investor in any of them) directly or indirectly acquiring the Scheme Shares pursuant to the Scheme either unconditionally or on terms that are acceptable to Bidder (acting reasonably); or
 - (ii) considers, determines or is of the view that the acquisition by Bidder (or any of its Related Entities or any foreign government investor in any of them) of the Scheme Shares is not a significant or notifiable action for the purposes of the FATA; or
- (b) by reason of lapse of time, the Treasurer is no longer empowered under the FATA to make an order prohibiting the acquisition of the Scheme Shares by Bidder under the Scheme.

3.1.2 Authorisations from ASIC and ASX: on or before the Delivery Time, ASIC and ASX issue or provide all Authorisations and do all such other acts which Bidder and Mainstream agree are reasonably necessary to implement the Scheme or effect the Transaction, and those Authorisations are not withdrawn, cancelled or revoked.

3.1.3 Other Authorisations: on or before the Delivery Time, Mainstream and Bidder have obtained either unconditionally or on terms that are acceptable to Bidder (acting reasonably) all other Authorisations reasonably necessary to implement the Scheme including Authorisations from the relevant Authorities in:

- (a) Ireland;
- (b) Malta;

(c) Cayman Islands; and

(d) Isle of Man,

and those Authorisations are not withdrawn, cancelled or revoked.

- 3.1.4 **Independent Expert:** the Independent Expert issues an Independent Expert's Report which concludes that the Scheme is in the best interests of Shareholders and the Independent Expert does not change or withdraw its conclusion in any update to its report or withdraw its report prior to the Delivery Time.
- 3.1.5 **Court approval:** the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act, either unconditionally or on conditions that do not impose unduly onerous obligations on either party (acting reasonably).
- 3.1.6 **Shareholder approval:** Shareholders approve the Scheme at the Scheme Meeting by the requisite majorities under section 411(4)(a)(ii) of the Corporations Act, except to the extent the Court orders otherwise under section 411(4)(a)(ii)(A) of the Corporations Act as contemplated by clause 3.7.
- 3.1.7 **Mainstream Scheme Warranties:** at all times on and before the Delivery Time, the Mainstream Scheme Warranties are true and correct in all material respects (other than the Mainstream Scheme Warranties qualified by materiality, which must be true and correct in all respects) as at the time they are given.
- 3.1.8 **Bidder Warranties and Bidder Guarantor Warranties:** at all times on and before the Delivery Time, the Bidder Warranties and the Bidder Guarantor Warranties are true and correct in all material respects (other than the Bidder Warranties and/or the Bidder Guarantor Warranties qualified by materiality, which must be true and correct in all respects) as at the time they are given.
- 3.1.9 **No Mainstream Regulated Event:** no Mainstream Regulated Event has occurred or becomes known to Bidder or Mainstream between the date of this Deed and the Delivery Time.
- 3.1.10 **No restraints:** no judgment, order, decree, statute, law, ordinance, rule or regulation, or other temporary restraining order, preliminary or permanent injunction, restraint or prohibition, entered, enacted, promulgated, enforced or issued by any court, the Takeovers Panel, or other Authority of competent jurisdiction, remains in effect as at the Delivery Time that prohibits, materially restricts, makes illegal or restrains the completion or implementation of any aspect of the Scheme.
- 3.1.11 **No Material Adverse Change:** no Material Adverse Change occurs or becomes known to Bidder or Mainstream between the date of this Deed and the Delivery Time.
- 3.1.12 **Performance Rights:** Mainstream has complied with its obligations pursuant to clause 7.6.
- 3.1.13 **Termination of SS&C SID:**
- (a) Mainstream delivers to SS&C Solutions Pty Ltd and SS&C Technologies, Inc a valid notice of termination under and in accordance with clause 16.3.1 and clause 16.4 of the SS&C SID contemporaneously with or within 1 Business Day after the date of this Deed; and
 - (b) the SS&C SID and any other agreement between Mainstream and an SS&C Entity which relates to the "Transaction" (as defined in the SS&C SID) other

than the SS&C Confidentiality Agreement are validly terminated and the SS&C Scheme does not proceed for any reason.

3.2 Waiver of Conditions

- 3.2.1 The Conditions in clauses 3.1.1, 3.1.2, 3.1.3, 3.1.5, 3.1.6 and 3.1.10 are each for the benefit of each of Mainstream and Bidder, and cannot be waived, except in the case of the Condition in clause 3.1.10 which may be waived with the written consent of both Mainstream and Bidder, provided that any imposed restraint of a type described in clause 3.1.10 does not wholly prohibit the Scheme.
- 3.2.2 The Conditions in clauses 3.1.4 and 3.1.8 are each for the sole benefit of Mainstream and any breach or non-fulfilment of any of those Conditions may only be waived in writing by Mainstream.
- 3.2.3 The Conditions in clauses 3.1.7, 3.1.9, 3.1.11, 3.1.12 and 3.1.13 are each for the sole benefit of Bidder and any breach or non-fulfilment of any of those Conditions may only be waived in writing by Bidder.
- 3.2.4 A party entitled to waive the breach or non-fulfilment of a Condition pursuant to this clause 3.2 may do so in its absolute discretion. A waiver of a Condition by a party for whose benefit the Condition applies must take place on or prior to the Delivery Time.
- 3.2.5 If a party waives the breach or non-fulfilment of a Condition, that waiver will not preclude it from suing a party for any breach of this Deed constituted by the same event that gave rise to the breach or non-fulfilment of the Condition.
- 3.2.6 Waiver of a breach or non-fulfilment in respect of one Condition does not constitute:
 - (a) a waiver of breach or non-fulfilment of any other Condition resulting from the same events or circumstances; or
 - (b) a waiver of breach or non-fulfilment of that Condition resulting from any other event or circumstance.

3.3 Satisfaction of Conditions

Without prejudice to any other obligations of the parties under this Deed:

- 3.3.1 each of Mainstream and Bidder must use their respective reasonable endeavours to:
 - (a) satisfy or procure the satisfaction of the Conditions as soon as reasonably practicable after the date of this Deed; and
 - (b) procure that there is no occurrence that would prevent the Conditions being satisfied except to the extent such action (or inaction) is required by law or the rules of any recognised stock or securities exchange, or permitted or required by the terms of a Transaction Document,

but in each case only to the extent within their respective power and control; and
- 3.3.2 neither Mainstream nor Bidder will take any action that will or is likely to hinder or prevent the satisfaction of any Condition, except to the extent that such action is required to be done or procured pursuant to, or is otherwise permitted by, the Transaction Documents, or is required by law,

3.3.3 seek to satisfy the relevant Condition as soon as practicable after the date of this Deed or seek to ensure the relevant Condition continues to be satisfied at all times until the last time it is to be satisfied (as the case requires) with a view to the Effective Date occurring on or before the End Date (provided that the parties are not obliged to waive any Condition);

3.3.4 co-operate with the other party or any Authority or Third Party in Good Faith with a view to satisfying the Conditions, including providing all information reasonably required by the other party in relation to the Bidder Group or the Mainstream Group (as applicable) in order to satisfy the Conditions, and providing all information and making and providing all reasonable assistance to the other party to make all applications reasonably required by any Authority or other Third Party to such Authority or Third Party as appropriate in order to obtain the required Authorisations and otherwise prosecute the Transaction; and

3.3.5 comply with any judgment, order, decree, statute, law, ordinance, rule or regulation, or other temporary restraining order, preliminary or permanent injunction, restraint or prohibition, entered, enacted, promulgated, enforced or issued by any court, the Takeovers Panel, or other Authority of competent jurisdiction in relation to the Scheme to the extent within that party's control.

Each of Mainstream and Bidder must:

- | | |
|-------|--|
| 3.4.1 | keep the other promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of the Conditions either directly or through its Advisers; |
| 3.4.2 | promptly notify the other party in writing if it becomes aware that any Condition has been satisfied, in which case the notifying party must also provide reasonable evidence that the Condition has been satisfied; and |
| 3.4.3 | promptly notify the other party in writing of a failure to satisfy a Condition or of any fact or circumstance that results in that Condition becoming incapable of being satisfied or that may result in that Condition not being satisfied in accordance with its terms (having regard to the obligations of the parties under clause 3.3). |

If the Court refuses to make any orders directing Mainstream to convene the Scheme Meeting or approving the Scheme, Mainstream and Bidder must consult with each other in Good Faith as to whether to appeal the Court's decision, provided that the requirement to consult with one another in Good Faith pursuant to this clause does not place an obligation on the parties to appeal the Court's decision.

3.6.1 If there is an event or occurrence that would, does or will prevent any of the Conditions being satisfied by the End Date or if any of the Conditions becomes incapable of being satisfied, by the earlier of:

(a) the time and date specified in this Deed for the satisfaction of that Condition; and

(b) the End Date,

3.6.2 Subject to clause 3.7, if Mainstream and Bidder are unable to reach agreement on such alternative means or methods or such extension within 10 Business Days after the delivery of a notice under clause 3.6.1, either Mainstream or Bidder may terminate this Deed (provided that if the 10 Business Day consultation period has not expired prior to the End Date, the Deed will automatically terminate at on the End Date (unless the parties agree in writing otherwise)), provided that a party may not terminate this Deed under this clause if:

- ### 3.7 Scheme voted down

3.7.1 apply for an order of the Court contemplated by section 411(4)(a)(ii)(A) of the Corporations Act to disregard the Headcount Test and seek Court approval of the Scheme under section 411(4)(b) of the Corporations Act, notwithstanding that the Headcount Test has not been satisfied; and

- ### 3.8 Interpretation

4. Outline of the Scheme

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- ## 5. Provision of Scheme Consideration

As consideration for each Scheme Share transferred to Bidder, Bidder must pay, or procure the payment, to the relevant Scheme Participant the amount of \$2.80 cash (to be reduced by the value of any dividends declared or paid by Mainstream on and from the date of this Deed until the Implementation Date, other than a Permitted Dividend).

5.2.1 Bidder must, by no later than the Business Day before the Implementation Date, deposit, or procure the deposit of, in cleared funds an amount equal to the aggregate amount of the Scheme Consideration payable to all Scheme Participants, in an Australian dollar denominated trust account operated by Mainstream as trustee for the Scheme Participants (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to Bidder's account).

- 5.2.2 Subject to Bidder complying with clause 5.2.1, on the Implementation Date, Mainstream must pay or procure the payment of the Scheme Consideration from the trust account referred to in clause 5.2.1 to each Scheme Participant based on the number of Scheme Shares held by that Scheme Participant as at the Record Date.

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- ## 6. Implementation of the Scheme

6.1 Mainstream's obligations in respect of the Scheme

Mainstream must take all steps reasonably necessary to propose and implement the Scheme as soon as is reasonably practicable after the date of this Deed and otherwise substantially in accordance with the Timetable, and in particular, Mainstream must:

- 6.1.1 **(preparation of Scheme Booklet)** prepare the Scheme Booklet (excluding the Bidder Provided Information and the Independent Expert's Report) in accordance with clause 6.3;
- 6.1.2 **(due diligence and verification)** undertake appropriate due diligence and verification processes in relation to the Scheme Booklet (other than the Bidder Provided Information and the Independent Expert's Report);
- 6.1.3 **(review of Bidder Provided Information)** as soon as practicable after receiving a draft of the Bidder Provided Information, review and provide comments on the form and content of the Bidder Provided Information to Bidder and liaise with Bidder to finalise the Bidder Provided Information for inclusion in the Scheme Booklet;
- 6.1.4 **(Independent Expert)** promptly appoint the Independent Expert and promptly provide all assistance and information reasonably requested by the Independent

6.1.5 **(approval of draft Scheme Booklet)** procure that a meeting of the Mainstream Board is convened to approve the draft Scheme Booklet to be provided to ASIC for its review;

6.1.6 **(provision to ASIC)** as soon as reasonably practicable after the date of this Deed but no later than 14 days before the First Court Date, provide an advanced draft of the Scheme Booklet to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act, and liaise with ASIC in relation to the draft Scheme Booklet and keep Bidder reasonably and promptly informed of any matters raised by ASIC in relation to the Scheme Booklet (and of any resolution of those matters), and use its best endeavours, in co-operation with Bidder, to resolve any such matters;

6.1.7 **(section 411(17)(b) statement)** apply to ASIC for the production of:

(a) a letter stating that ASIC does not intend to appear before the Court on the First Court Date; and

(b) a statement in accordance with section 411(17)(b) of the Corporations Act,

or, in the event that ASIC does not produce such items, Mainstream must use its best endeavours to satisfy the Court that the Scheme has not been proposed for the purpose of enabling any person to avoid the operation of any of the provisions of Chapter 6 of the Corporations Act;

6.1.8 **(Court documents)** promptly engage counsel and prepare all documents necessary for the Court proceedings (including any appeals) relating to the Scheme (including originating process, affidavits, submissions and draft minutes of Court orders) in accordance with all applicable laws, and provide Bidder with drafts of those documents for review and (acting reasonably and in Good Faith) consult with and take into account, for the purpose of preparing and amending those drafts, any comments from Bidder and its Representatives on those drafts;

6.1.9 **(first Court hearing)** promptly lodge all documents with the Court and take all other reasonable steps to ensure that an application is heard by the Court for orders under section 411(1) of the Corporations Act directing Mainstream to convene the Scheme Meeting;

6.1.10 **(registration of Scheme Booklet)** if the Court directs Mainstream to convene the Scheme Meeting, as soon as reasonably practicable after such orders are made, request ASIC to register the explanatory statement included in the Scheme Booklet in relation to the Scheme in accordance with section 412(6) of the Corporations Act;

6.1.11 **(Scheme Meeting)** promptly take all reasonable steps necessary to comply with the orders of the Court, including, as required, despatching the Scheme Booklet to Shareholders, convening and holding the Scheme Meeting in accordance with the Court orders, and putting the Scheme Resolution to Shareholders at the Scheme Meeting, provided that if this Deed is terminated under clause 15 it will take all steps reasonably required to ensure the Scheme Meeting is not held;

6.1.12 **(update Scheme Booklet)** if it becomes aware of information after the date of despatch of the Scheme Booklet that is material for disclosure to Shareholders in deciding whether to approve the Scheme Resolution or that is required to be disclosed to Shareholders under any applicable law, as soon as reasonably practicable;

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- ## 6.2 Bidder's obligations in respect of the Scheme

- 6.2.1 (**provide information**) provide to Mainstream the Bidder Provided Information in the manner referred to in clause 6.3.4;
- 6.2.2 (**preparation of Scheme Booklet**) provide assistance with the preparation of the Scheme Booklet in accordance with clause 6.3;
- 6.2.3 (**Independent Expert information**) provide all assistance and information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report;
- 6.2.4 (**liaison with ASIC**) provide reasonable assistance to Mainstream to assist Mainstream to resolve any matter raised by ASIC regarding the Scheme Booklet or the Scheme during its review of the Scheme Booklet;
- 6.2.5 (**keep Mainstream informed**) from the First Court Date until the Implementation Date, promptly inform Mainstream if it becomes aware that the Bidder Provided Information contains a statement that, in the form and context in which it appears in the Scheme Booklet, is or has become misleading or deceptive in any material respect or that contains any material omission, and provide such further or new information as is required to ensure that such information is no longer misleading or deceptive in any material respect or does not contain any material omission;
- 6.2.6 (**Court representation**) be represented by counsel at the Court hearings convened in connection with the Scheme, at which, through its counsel and if requested by the Court, Bidder will undertake to do all such things and take all

6.3

- ### Preparation of Scheme Booklet

- 6.3.1 **(Mainstream to prepare)** Mainstream must prepare the Scheme Booklet as soon as is reasonably practicable after the date of this Deed and otherwise substantially in accordance with the Timetable.
- 6.3.2 **(compliance requirements)** Mainstream must ensure that the Scheme Booklet complies with the requirements of the Corporations Act, the ASX Listing Rules and all Regulatory Guides applicable to the Transaction, except that the obligation to do so in respect of the Bidder Provided Information is subject to Bidder complying with its obligations under clauses 6.3.4.
- 6.3.3 **(content of Scheme Booklet)** without limiting clause 6.3.2, the Scheme Booklet will include or be accompanied by:
- (a) the Scheme;
 - (b) the notice of Scheme Meeting;
 - (c) a proxy form;
 - (d) a copy of this Deed (without the schedules and attachments) or a summary of it;
 - (e) a copy of the executed Deed Poll;
 - (f) the Independent Expert's Report;

- 6.3.4 **(Bidder Provided Information)** Bidder must provide the Bidder Provided Information to Mainstream as soon as is reasonably practicable after the date of this Deed, in a form that includes all information regarding the Bidder Group that is required by the Corporations Act and all Regulatory Guides applicable to the Transaction, including all the information that would be required under section 636 of the Corporations Act to be included in a bidder's statement if Bidder was offering the Scheme Consideration as consideration under a takeover bid, and must provide to Mainstream such assistance as Mainstream may reasonably require in order to adapt such information for inclusion in the Scheme Booklet.
- 6.3.5 **(provide draft Scheme Booklet to Bidder)** Mainstream must provide drafts of the Scheme Booklet (including, to the extent available, the Independent Expert's Report) to Bidder at least 2 Business Days prior to lodgement with ASIC, consult with Bidder in relation to the content of those drafts, take into account any comments from Bidder and its Representatives on those drafts and obtain prior written approval from Bidder for the form and content in which the Bidder Provided Information appears in the Scheme Booklet, including in the draft provided to ASIC (accepting that any review of the Independent Expert's Report by Bidder is to be limited to review for factual accuracy of those parts that include information relating to Bidder and Mainstream makes no representation as to the extent to which the Independent Expert will consider those comments).
- 6.3.6 **(timely review)** where drafts of the Scheme Booklet or other documents are provided to Bidder for review by Mainstream in accordance with Mainstream's obligations under clause 6.1, Bidder must ensure that Bidder and its Advisers undertake such review acting reasonably and in Good Faith.
- 6.3.7 **(consent of Bidder)** Mainstream must obtain written consent from Bidder in relation to the form and context in which any Bidder Provided Information (and any information solely derived from, or prepared solely in reliance on, the Bidder Provided Information) is used.
- 6.3.8 **(responsibility statements)** the Scheme Booklet will contain a responsibility statement to the effect that:
- (a) Bidder has prepared, and is responsible for, the Bidder Provided Information contained in the Scheme Booklet and that Mainstream and its Authorised Persons do not assume responsibility for the accuracy or completeness of the Bidder Provided Information and, to the maximum extent permitted by law, Mainstream will not be responsible for any Bidder Provided Information

(b) Mainstream has prepared, and is responsible for, the Mainstream Provided Information contained in the Scheme Booklet and that Bidder and its Authorised Persons do not assume responsibility for the accuracy or completeness of the Mainstream Provided Information and, to the maximum extent permitted by law, Bidder will not be responsible for any Mainstream Provided Information and will disclaim liability for Mainstream Provided Information appearing in the Scheme Booklet; and

(c) the Independent Expert has provided and is responsible for the Independent Expert's Report and, to the maximum extent permitted by law, neither Mainstream nor Bidder assume any responsibility for the accuracy or completeness of the Independent Expert's Report.

If, after a reasonable period of consultation, the parties, each acting reasonably and in Good Faith, are unable to agree on the form or content of the Scheme Booklet, then:

- 6.4.1 if the disagreement relates to the form or content of Bidder Provided Information (or any information solely derived from, or prepared solely in reliance on, Bidder Provided Information), Mainstream will, acting in Good Faith, make such amendments to that information in the Scheme Booklet as Bidder may require (acting reasonably and in Good Faith); and
- 6.4.2 if the disagreement relates to the form or content of the Mainstream Provided Information (or any information solely derived from, or prepared solely in reliance on, information provided by or on behalf of Mainstream, or extracted from announcements made by Mainstream to ASX regarding the Mainstream Group), Mainstream will, acting reasonably and in Good Faith, decide the final form of that information in the Scheme Booklet.

Mainstream must support (or not oppose) any application by Bidder for leave of the Court to be represented, or the separate representation of Bidder, at any hearing held by the Court in relation to the Scheme whether following a request by Mainstream or otherwise.

7.1 Conduct of business

From the date of this Deed up to and including the earlier of the Implementation Date and the date this Deed is terminated (**Relevant Period**), Mainstream must:

- 7.1.1 procure that each Mainstream Group Member:
- (a) conducts its businesses and operations in the ordinary and usual course and substantially consistent (subject to any applicable laws, regulations and licence conditions) with the manner in which each such business and operation is conducted prior to the date of this Deed, including using all reasonable endeavours to preserve its current business organisation, the services of its current officers and employees and its current relationship with third parties (including Authorities, customers, suppliers, licensors, lenders, licensees and others having material business dealings with it);

- (b) conducts its businesses and operations substantially in accordance with all applicable laws and regulations;
- (c) uses reasonable endeavours to ensure that all assets are maintained in the normal course consistent with past practice;
- (d) complies in all material respects with all Material Contracts to which any Mainstream Group Member is party and does not waive any material rights under any such Material Contract or terminate or amend in any material respect any such Material Contract (or agree to do any of the foregoing);
- (e) notifies Bidder of any Claims (including, without limitation, before a court or any Authority) which may be threatened, brought, asserted or commenced against any Mainstream Group Member or their directors and officers and consult with Bidder in relation to such matter to the extent they reasonably require; and
- (f) has in place, and maintains until the Implementation Date, insurance over its assets and business as well as directors' and officers' insurance to at least the same extent as that in place at the date of this Deed; and

7.1.2 ensure that no Mainstream Group Member:

- (a) Disposes of any securities, business, entity or undertaking to any person other than another entity within the Mainstream Group, excluding any disposal approved by the Mainstream Board prior to the date of this Deed that has been Fairly Disclosed in the Due Diligence Material;
- (b) Disposes of any asset (or series of assets) to any person, except where the value of that asset (or series of assets) is less than \$500,000 or the asset is inventory sold by Mainstream in the ordinary course of business;
- (c) acquires any securities, business, interest in a joint venture, entity or undertaking from another person other than another entity within the Mainstream Group, excluding any acquisition approved by the Mainstream Board that has been Fairly Disclosed in the Due Diligence Material;
- (d) acquires any asset from another person where the value of that asset is in excess of \$500,000, except for acquisitions otherwise permitted under paragraph (j) below or of inventory items in the ordinary course of business;
- (e) incurs any indebtedness, or provides any financial accommodation (irrespective of what form that indebtedness or financial accommodation takes);
- (f) breaches in any material respect any Material Contract to which the Mainstream Group Member is a party or terminates or amends in any material respect any Material Contract;
- (g) makes, commences, settles or admits liability in relation to any legal proceedings, claim, investigation, arbitration or other like proceeding where the settlement amount, the amount of the exposure of the Mainstream Group (as applicable) exceeds \$250,000;
- (h) except as otherwise permitted or required by this clause 7.1, or otherwise in respect of goods or services acquired or sold in the ordinary course of business, enters into any agreement, contract, arrangement or understanding with any person which requires the payment by a Mainstream Group Member of an amount or amounts in excess of \$250,000;

- (i) enters into any partnership, joint venture, strategic alliance or other business combination with any person;
- (j) incurs, commits to or undertakes any capital expenditure or project expenditure (other than any capital expenditure and project expenditure budgeted for and the amount of which has been Fairly Disclosed in the Due Diligence Material);
- (k) employs or engages any individual to act as an officer of the Mainstream Group or employs or engages any individual to fulfil a senior management or key management personnel position within the Mainstream group;
- (l) employs or engages any individual to fulfil a position other than that of an officer or member of senior management of the Mainstream Group where such individual will be employed or engaged for a term of 12 months or longer as an officer, employee, contractor or consultant having a total annual employment or engagement cost of more than \$200,000 or \$300,000 in the case of contractors;
- (m) terminates the employment or engagement of, or amends, in any material respect, the terms of employment or engagement of any individual employed or engaged, for a term of 12 months or longer, as an officer, employee, contractor or consultant having a total annual employment or engagement cost of more than \$200,000;
- (n) waives or forgives any loans made to any officer or employee of any Mainstream Group Member;
- (o) changes its accounting policies other than as required by applicable accounting standards;
- (p) gives or agree to gives a financial benefit to a related party of Mainstream;
- (q) modifies or amends any share-based incentive plan or scheme (including in relation to the Performance Rights); and
- (r) authorises, or commits, resolves or agrees to do, any of the matters set out above; and
- (s) incurs, agrees to incur or pays any external advisers any fee, cost or other form of compensation or remuneration that is directly or indirectly as a result of, contingent on, or in connection with:
 - (i) the Transaction; or
 - (ii) any proposed sale process in relation to Mainstream,
 unless such amount:
 - (iii) is pursuant to a mandate or engagement letter of such Advisor disclosed in the Due Diligence Materials; and
 - (iv) the aggregate of all such amounts do not exceed \$9,500,000,

but for the avoidance of doubt does not include any fee, cost or other form of compensation or remuneration that has been paid to an Advisor before 1 January 2021 (whether in respect of the Transaction or any proposed sale process in relation to Mainstream),

except to the extent that any action undertaken by Mainstream relates to the payment of a Permitted Dividend or any matter or event:

- (t) that is expressly required to be done or procured by Mainstream or another Mainstream Group Member pursuant to, or which is otherwise expressly permitted by, the Transaction Documents;
- (u) for which Bidder has provided its prior written consent;
- (v) which arises as a result of court or Authority order, injunction or undertaking or is otherwise required in order to comply with any applicable law or regulation;
- (w) which has been Fairly Disclosed to ASX in the 6 months prior to the date of this Deed;
- (x) which is Fairly Disclosed in the Due Diligence Material;
- (y) which is in accordance with contractual rights and obligations that existed at the date of this Deed, provided such rights and obligations have been Fairly Disclosed in the Due Diligence Material; or
- (z) to obtain directors' and officers' run-off insurance in respect of the Mainstream Directors in accordance with clause 8.3; and

7.1.3 ensure that no Mainstream Regulated Event or Material Adverse Change occurs.

7.2 Access

During the Relevant Period, Mainstream must, as soon as reasonably practicable following any written request made by Bidder, provide Bidder and its Representatives with reasonable access:

- 7.2.1 to the books, documents, records, management accounts, financial statements and other information (subject to any existing confidentiality obligations owed to Third Parties, or applicable privacy laws) of any Mainstream Group Member; and
- 7.2.2 to the employees, officers and advisers (including auditors) of any Mainstream Group Member,

in each case which Bidder reasonably requires for the purposes of:

- 7.2.3 understanding Mainstream's operations, financial position (including its cash flow and working capital position), trading performance, prospects, contractual arrangements and management control systems (including information technology and data);
- 7.2.4 implementing the Scheme;
- 7.2.5 transitional planning and operating arrangements with respect to the business of the Mainstream Group following implementation of the Scheme; or
- 7.2.6 any other purpose which is agreed in writing between the parties (each acting reasonably),

provided in every case that such provision or access does not place an unreasonable burden on the ability of Mainstream to run its business, or breach any law or regulation.

7.3 Limits on Mainstream obligations

The obligations in clause 7.2 do not require Mainstream to:

- 7.3.1 provide information to Bidder concerning the Mainstream Directors' and management's consideration of the Scheme;
- 7.3.2 provide any commercially sensitive or competitive information; or
- 7.3.3 breach an obligation of confidentiality to any person.

7.4 Change of Control

- 7.4.1 Mainstream must use all reasonable endeavours to procure that, as soon as practicable following the date of this Deed (and, in any event, before the Second Court Date), each Mainstream Group Member has complied with and discharged all contractual obligations (in each Material Contract and any additional contracts agreed by the parties after the date of this Deed (each acting reasonably) requiring such Mainstream Group Member to give notice to, or to apply for the approval or consent of, a Third Party in connection with this Deed or the transactions contemplated by it (including, for the avoidance of doubt, in respect of the change in Control of Mainstream resulting from implementation of the Scheme).
- 7.4.2 Mainstream must consult with Bidder, and Bidder must provide reasonable assistance to Mainstream, in connection with giving any notice or seeking any approval or consent under clause 7.4.1. Without limiting the foregoing, Mainstream must:
 - (a) give Bidder as much prior notice as reasonably practicable of any material discussions with any Third Party in connection with clause 7.4.1;
 - (b) give Bidder a reasonable opportunity to review drafts of any material communications to Third Parties in connection with clause 7.4.1 and, acting reasonably and in Good Faith, take into account any comments provided by Bidder or its Representatives on such drafts; and
 - (c) promptly provide Bidder with copies of all material communications received from Third Parties in connection with clause 7.4.1.
- 7.4.3 Any notice, approval or consent of a kind referred to in clause 7.4.1 may only be given or sought by Mainstream in a form and on terms approved by Bidder.

7.5 Removal of Mainstream from the official list of ASX

If directed by Bidder in writing, Mainstream must take all steps necessary for Mainstream to be removed from the official list of ASX on the day immediately following the Implementation Date, including by lodging a request for removal with ASX prior to the Implementation Date.

7.6 Performance Rights and other rights

To the extent necessary, the Mainstream Board will exercise its discretion and do all other things necessary (including seeking any required waivers from ASX or passing any necessary resolutions of the Mainstream Board) to ensure that:

- 7.6.1 the Performance Rights will become exercisable, will be exercised and the resulting Shares (up to a maximum of 4,767,982 Shares) will be issued; and

on or before the Record Date, subject only to the satisfaction of the Condition in clause 3.15.

7.7.1 Except as permitted by clause 7.7.2, each party must keep confidential, and must procure that its Related Bodies Corporate, Associates and Representatives keep confidential, all Confidential Information of the other parties.

7.7.2 Nothing in this Deed prevents a person from disclosing a party's Confidential Information:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential has before disclosure is made notified the relevant other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given that relevant other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) if disclosure is made by way of a written announcement the terms of which have been agreed in writing by the parties prior to the making of the announcement;
- (c) if disclosure is reasonably required to enable a party to perform its obligations under this Deed;
- (d) to any Adviser of a party who has been retained to advise in relation to the transactions contemplated by any Transaction Document or to the auditor of a party;
- (e) to the Independent Expert;
- (f) to any financier who has made a bona fide proposal to provide finance to a party in relation to the transactions contemplated by any Transaction Document;
- (g) with the prior written approval of the other party; or
- (h) where the matter has come into the public domain otherwise than as a result of a breach by any party of this Deed.

Notwithstanding any other clause in this Deed or any other Transaction Document, Bidder may canvass the views of any Shareholder in relation to the Transaction, provided that a Mainstream Representative is in attendance at all times during any such communications.

If the Scheme does not become Effective within 120 days from the date of this Deed (**Dividend Accrual Date**), Mainstream may pay fully franked cash dividends subject to and in accordance with this clause (provided further that Mainstream at all times ensures that its franking account is not in deficit after the payment of that dividend) on its Shares at any time after the Dividend Accrual Date and on or prior to the Record Date, such dividends to be equal to an amount per Share calculated as follows:

$$PD = [\$0.01 \times FM] + \left[\frac{\$0.01 \times PRD}{PRM} \right]$$

where:

PD is the amount of a Permitted Dividend;

FM is the number of full calendar months in the period between the Dividend Accrual Date (or the date of payment of any Permitted Dividend in relation to any Permitted Dividend after the first Permitted Dividend) and the end of the month immediately prior to the date (**Resolution Date**) on which the Mainstream Board resolves to pay a Permitted Dividend;

PRD is the number of days that has elapsed between the start of the month (**Resolution Month**) in which the Resolution Date occurs and the Resolution Date; and

PRM means the number of days in the Resolution Month.

For the avoidance of doubt, once a Permitted Dividend has been paid, any subsequent Permitted Dividend may only accrue in respect of a period commencing on or after the date of payment of the previous Permitted Dividend (e.g. the same time period cannot be used to calculate more than one Permitted Dividend).

7.10 Cooperation with financing

7.10.1 Prior to the Implementation Date, Mainstream must use reasonable endeavours to provide, and cause each other Mainstream Group Member and the respective directors, officers, managers, employees, agents and representatives of each Mainstream Group Member to provide, reasonable assistance and cooperation to Bidder in connection with any repayment of financial indebtedness (including, for the avoidance of doubt, any financial indebtedness of a Mainstream Group Member under the facility agreement dated 12 January 2018 between, amongst others, Mainstream, Australia and New Zealand Banking Corporation as amended (the **Existing Facility Agreement**), in connection with the Transaction, including, but not limited to:

- (a) undertaking all steps reasonably required or requested by Bidder in connection with any such repayment of Financial Indebtedness in connection with the Transaction, provided that the timing of any such repayment is no earlier than the Implementation Date;
- (b) subject to the Scheme becoming Effective, issuing prepayment notices in relation to the existing Mainstream Group debt facilities, and using best endeavours to close out hedging arrangements in accordance with any timing requirements reasonably required by Bidder to give effect to any refinancing by and/or funds flow under the Debt Financing on and from the Implementation Date, and using reasonable endeavours to assist in the repayment or replacement of contingent instruments on issue under the Existing Facility Agreement; and
- (c) subject to the Scheme becoming Effective, using reasonable endeavours to procure deeds of release and discharges of real property mortgages and registrations on the PPSR from secured parties with effect from the Implementation Date in relation to any Security Interest granted by a Mainstream Group Member in favour of that party and using reasonable endeavours to procure the return of any title documents held by a secured party.

- (a) unreasonably interfere with the ongoing business or operations of Mainstream (having regard to, among other things, the reasonableness of the notice given to Mainstream of any requested assistance or cooperation);
- (b) cause any Condition to not be satisfied or otherwise cause any breach of this deed;
- (c) require any Mainstream Group Member to take any action that would reasonably be expected to conflict with or violate each Mainstream Group Member's constituent documents or any law or regulation;
- (d) require any Mainstream Group Member to take any action that would breach any existing contractual obligations (other than any obligations of confidentiality owed by a Mainstream Group Member to any Third Party) or result in the loss or waiver of legal privilege;
- (e) require any Mainstream Group Member to provide any confidential or commercially sensitive information where the provision of such information is reasonably likely to cause prejudice to the commercial or legal interests of the Mainstream Group taken as a whole;
- (f) require any Mainstream Group Member to actually effect any repayment of Financial Indebtedness prior to the Implementation Date;
- (g) require the approval of Shareholders under section 260B of the Corporations Act or an equivalent or analogous restriction in any jurisdiction; or
- (h) require any Mainstream Indemnified Party to execute prior to the Scheme becoming Effective any agreements, including any credit or other agreements, pledge or security documents or other certificates, legal opinions or documents in connection with any debt financing or equity financing which are not conditional on the Scheme becoming Effective (unless any such document does not become effective until the time that the Scheme becomes Effective).

7.11 Funding of Transaction costs

Despite anything else in this Deed, if Mainstream reasonably considers it necessary in order to enable it to meet its liabilities and debts as and when they fall due in the ordinary course of business, on Mainstream's request, Bidder will make a payment to or otherwise ensure Mainstream has sufficient funds to enable Mainstream to pay all fees, costs and other compensation or remuneration contemplated by, and incurred in accordance with, clause 7.1.2(s) (the aggregate of all such amounts not exceeding \$9,500,000) on the Implementation Date.

8.1 Mainstream Representatives

(a) releases its rights; and

- against any of Mainstream's Representatives (excluding any Mainstream Group Members after the Implementation Date) as at the date of this Deed and from time to time in connection with:

- (c) the Transaction and any provision of this Deed, including any breach of any representations and warranties given by Mainstream in any Transaction Document;
- (d) any disclosure by Mainstream containing any statement which is untrue, false or misleading whether in content or by omission (other than the Public Announcement); or

- (e) any failure by Mainstream or its Representatives to provide information,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where a Mainstream Representative has engaged in fraud. For the avoidance of doubt, nothing in this clause 8.1.1 limits Bidder's rights to terminate this Deed under clause 15.

- 8.1.2 Clause 8.1.1 is subject to any Corporations Act restriction and will be read down accordingly.

- 8.1.3 Mainstream receives and holds the benefit of this clause 8.1 on trust for each of Mainstream's Representatives.

8.2.1 Mainstream:

- (a) releases its rights; and

- (b) agrees with Bidder that it will not make any claim,

against any of Bidder's Representatives as at the date of this Deed and from time to time in connection with:

- (c) the Transaction and any provision of this Deed, including any breach of any representations and warranties given by Bidder in any Transaction Document:

- (d) any disclosure by Bidder containing any statement which is untrue, false or misleading whether in content or by omission; or

- (e) any failure by Bidder or its Representatives to provide information,

8.2.2 Clause 8.2.1 is subject to any Corporations Act restriction and will be read down accordingly.

8.2.3 Bidder receives and holds the benefit of this clause 8.2 on trust for each of Bidder's Representatives.

Subject to the Scheme becoming Effective, Mainstream undertakes that it will, subject to the approval by Bidder of the premium payable (such approval not to be unreasonably withheld), in respect of all Mainstream Directors pay directors' and officers' insurance for a period of seven (7) years from the retirement date of each Mainstream Director and for the benefit of each Mainstream Director on commercially reasonable terms that are consistent with the terms of its existing directors' and officers' insurance policy and substantially in accordance with Mainstream's existing obligations under each access and indemnity deed in place for each relevant Mainstream Director at the date of this Deed. Such policy shall include a term that the policy cannot be cancelled unless the insured persons each consent in writing to the cancellation.

9.1 Mainstream Board recommendation

9.1.1 The Public Announcement must state that the Mainstream Board unanimously considers the Scheme to be in the best interests of Shareholders and recommends that Shareholders approve the Scheme Resolution, in the absence of a Superior Proposal and provided that the Independent Expert's Report has concluded that the Scheme is in the best interests of Shareholders.

9.1.2 Mainstream must use its reasonable endeavours to procure that the Mainstream Board and each of the Mainstream Directors:

- (a) does not withdraw the statements and recommendations set out in the Public Announcement issued in accordance with clause 9.1.1;
- (b) in the Scheme Booklet states that the Mainstream Board unanimously considers the Scheme to be in the best interests of Shareholders and recommends that Shareholders approve the Scheme Resolution, in the absence of a Superior Proposal and provided that the Independent Expert's Report has concluded that the Scheme is in the best interests of Shareholders, and does not withdraw those statements or recommendations once made; and
- (c) does not make any public statement to the effect, or take any other action that suggests, that the Scheme is no longer so considered or recommended, unless either:
 - (i) the Independent Expert concludes in the Independent Expert's Report (either initially or in any updated report) that the Scheme is not in the best interests of Shareholders; or

- (ii) subject to Mainstream having complied with the obligations imposed on it under clause 13, and subject to the provisions of clause 13.7 (if applicable), Mainstream receives a Competing Proposal and a majority of the Mainstream Board determines that the Competing Proposal constitutes a Superior Proposal and any Mainstream Director, after considering the matter in good faith, no longer considers the Scheme to be in the best interests of Shareholders.

9.2 Mainstream Director intentions

- 9.2.1 The Public Announcement and the Scheme Booklet despatched to Shareholders, must state that each Mainstream Director who holds Shares, or who has control over voting rights attaching to Shares, intends to vote all such Shares in favour of the Scheme and/or procure that the Shares the voting rights of which the Mainstream Director has control over are voted in favour of the Scheme, in the absence of a Superior Proposal and provided that the Independent Expert's Report has concluded that the Scheme is in the best interests of Shareholders.
- 9.2.2 Mainstream must use its reasonable endeavours to ensure that each Mainstream Director who holds Shares, or who has control over voting rights attaching to Shares:
 - (a) will vote in favour of the Scheme Resolution, or procure that the Shares the voting rights of which the Mainstream Director has control over are voted in favour of the Scheme Resolution; and
 - (b) does not change that voting intention,
 unless either:
 - (c) the Independent Expert concludes in the Independent Expert's Report (either initially or in any updated report) that the Scheme is not in the best interests of Shareholders; or
 - (d) subject to Mainstream having complied with the obligations imposed on it under clause 13, and subject to the provisions of clause 13.7 (if applicable), Mainstream receives a Competing Proposal and a majority of the Mainstream Board determines that the Competing Proposal constitutes a Superior Proposal and any Mainstream Director, after considering the matter in good faith, no longer considers the Scheme to be in the best interests of Shareholders.

10. Public announcements and communications

10.1 Announcement of Scheme

As soon as practicable after the execution of this Deed, Mainstream and Bidder will issue the Public Announcement.

10.2 Public announcements

Where a party is required by applicable law or other applicable requirement (including the rules or requirements of a securities exchange on which the relevant party is listed) to make any announcement or to make any disclosure in connection with this Deed (including its termination) or the Scheme, it may do so only after it has given the other parties as much notice as is reasonably practicable in the context of any deadlines imposed by law or other applicable requirement (including the rules or requirements of a securities exchange on

11. Warranties

11.1.1 Mainstream represents and warrants to Bidder that each Mainstream Warranty is true and correct at the date of this Deed and on each date after that date until (and including) the Second Court Date.

11.1.2 Each Mainstream Warranty is subject to matters required or permitted to be done by this Deed or another Transaction Document, and matters Fairly Disclosed in the Due Diligence Materials.

Bidder represents and warrants to Mainstream that each Bidder Warranty is true and correct at the date of this Deed and on each date after that date until (and including) the Second Court Date, unless a Bidder Warranty is stated to be given at a specified time (in which case, Bidder represents and warrants to Mainstream that each such Bidder Warranty is true and correct at that time).

Bidder Guarantor represents and warrants to Mainstream that each Bidder Guarantor Warranty is true and correct at the date of this Deed and on each date after that date until (and including) the Second Court Date, unless a Bidder Guarantor Warranty is stated to be given at a specified time (in which case, Bidder Guarantor represents and warrants to Mainstream that each such Bidder Guarantor Warranty is true and correct at that time).

Each party acknowledges that:

11.4.1 in entering into this Deed each party has relied on the warranties provided by the other parties under this clause 11: and

11.4.2 it has not entered into this Deed in reliance on any warranty made by or on behalf of the other parties except those warranties set out in this Deed.

11.5.1 Mainstream indemnifies Bidder and its Representatives against any Claims, actions, proceedings, liabilities, obligations, damages, Loss, harm, charges, costs, expenses, duties and other outgoings of whatever nature, and however arising, which may be suffered or incurred by reason of any breach of any of the Mainstream Warranties.

11.5.2 Bidder indemnifies Mainstream and its Representatives against any Claims, actions, proceedings, liabilities, obligations, damages, Loss, harm, charges, costs, expenses, duties and other outgoings of whatever nature and however arising,

11.5.3 Bidder Guarantor indemnifies Mainstream and its Representatives against any Claims, actions, proceedings, liabilities, obligations, damages, Loss, harm, charges, costs, expenses, duties and other outgoings of whatever nature and however arising, which may be suffered or incurred by reason of any breach of any of the Bidder Guarantor Warranties.

Each representation and warranty in this clause 11:

- 11.6.1 is severable;
- 11.6.2 will survive the termination of this Deed; and
- 11.6.3 is given with the intent that liability thereunder will not be confined to breaches which are discovered prior to the date of termination of this Deed.

11.7.1 Each indemnity in this Deed is several and constitutes a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Deed.

- 11.7.2 It is not necessary for a party to incur expenses or to make any payment before enforcing a right of indemnity conferred by this Deed.

Each party will promptly advise the other parties in writing if it becomes aware of any fact, matter or circumstance that constitutes or may constitute a breach of any of the warranties given by it under this clause 11.

12.1 Standstill

Subject to clause 12.3, other than as consented to by Mainstream, Bidder must not, and must procure that each of its Related Bodies Corporate (alone or with others) do not, during the Standstill Period, in any manner:

- 12.1.1 subscribe for, acquire, agree, make or cause to be made any offer to acquire or make any invitation solicitation for or proposal to acquire or otherwise deal, directly or indirectly, in any:
- (a) securities or direct or indirect rights, warrants, or options to acquire any securities of Mainstream;
 - (b) any derivative instrument or other financial product (including, without limitation, any cash-settled equity swap) affording an economic exposure to Mainstream or to movements in the price of any securities of Mainstream; or
 - (c) property of Mainstream or any other Mainstream Group Member (other than property transferred in the ordinary course of business);

- 12.1.2 obtain by any means a Relevant Interest in the securities of Mainstream;
- 12.1.3 initiate any rumour or media comment in relation to, or announce an intention to do, any of the things mentioned in clause 12.1.1;
- 12.1.4 solicit proxies from Shareholders other than for the purposes of the Transaction; or
- 12.1.5 aid, abet, counsel, procure, co-operate, advise, assist or encourage or induce, or enter into any agreement or arrangement of any kind with any person in connection with any of the foregoing.

12.2 **No existing interest**

Bidder represents and warrants that, as at the date of this Deed, neither it, nor any of its Associates has any interest in Mainstream of a nature set out in clause 12.1.1.

12.3 **Exceptions to standstill**

Clause 12.1 does not apply to Bidder's acquisition of Shares:

- 12.3.1 in accordance with this Deed, the Scheme or the Transaction Documents;
- 12.3.2 as a result of acceptances of a takeover bid under Chapter 6 of the Corporations Act made by Bidder, or a Related Entity of Bidder, for all of the shares in Mainstream, but only where Mainstream has made a public announcement that the Mainstream Board recommends that Shareholders accept that takeover bid in the absence of superior proposal; or
- 12.3.3 with the prior written consent of Mainstream.

13. **Exclusivity**

13.1 **Termination of discussions and processes with Third Parties**

Mainstream represents and warrants to Bidder that as at the date of this Deed:

- 13.1.1 Mainstream has terminated all discussions and negotiations with any SS&C Entity in relation to an acquisition by a SS&C Entity of 100% of the Shares in Mainstream;
- 13.1.2 no Mainstream Group Member nor any Authorised Person of a Mainstream Group Member is a party to any agreement, arrangement or understanding with a Third Party entered into for the purpose of facilitating a Competing Proposal;
- 13.1.3 it and its Related Bodies Corporate and their respective Authorised Persons have ceased to provide or make available any non-public information in relation to the Mainstream Group to a Third Party where such information was provided for the purpose of facilitating, or could reasonably be expected to lead to, a Competing Proposal, and has exercised all rights it has to call for the return and/or destruction of that non-public information previously provided or made available to any Third Party via the Data Room ;and
- 13.1.4 there is no participation in discussions or negotiations, by a Mainstream Group Member or any of their respective Authorised Persons, with any Third Party that concerns a Competing Proposal, or that could reasonably be expected to lead to a Competing Proposal and all such discussions or negotiations which were occurring prior to the date of this Deed have been terminated or otherwise discontinued.

During the Exclusivity Period, Mainstream must not, and must ensure that each other Mainstream Group Member and each Authorised Person of a Mainstream Group Member does not, directly or indirectly:

- ### 13.3 No-talk

Subject to clause 13.7, during the Exclusivity Period, Mainstream must not, and must ensure that each other Mainstream Group Member and each Authorised Person of a Mainstream Group Member does not, directly or indirectly:

- 13.3.1 negotiate or enter into or participate in correspondence, negotiations or discussions with any Third Party;
- 13.3.2 negotiate, accept or enter into, or offer or agree to negotiate, accept or enter into, any agreement, arrangement or understanding with any Third Party; or
- 13.3.3 communicate to any Third Party any intention to do any of the things referred to in clauses 13.3.1 or 13.3.2.

in relation to, or which may reasonably be expected to lead to, an actual, proposed or potential Competing Proposal, even if:

- 13.3.4 that Third Party's actual, proposed or potential Competing Proposal was not directly or indirectly solicited, invited or initiated by a Mainstream Group Member or any Authorised Person of a Mainstream Group Member; or
- 13.3.5 that Third Party has publicly announced the Competing Proposal.

13.4 No due diligence

- 13.4.1 Subject to clause 13.7, during the Exclusivity Period, except with the prior written consent of Bidder, Mainstream must not, and must ensure that each Mainstream Group Member and each Authorised Person of a Mainstream Group Member does not, directly or indirectly, disclose, provide or otherwise make available to any Third Party, or permit any such person to receive any non-public information relating to Mainstream or any Mainstream Group Member (or any of their respective businesses or operations) in connection with, with a view to obtaining or which could reasonably be expected to lead to, the formulation, development, finalisation or announcement of an actual, proposed or potential Competing Proposal (whether by that Third Party or another person), including providing such information for the purposes of the conduct of due diligence investigations in respect of Mainstream, any other Mainstream Group Member or the business of the Mainstream Group.
- 13.4.2 If Mainstream proposes that any non-public information be disclosed, provided or otherwise made available to a Third Party in connection with, with a view to obtaining or which could reasonably be expected to lead to, the formulation,

development, finalisation or announcement of an actual, proposed or potential Competing Proposal (whether by that Third Party or another person), then:

- (a) before such information is disclosed, provided or made available by or on behalf of Mainstream, Mainstream must enter into a confidentiality agreement with the Third Party which contains obligations of confidentiality on the Third Party which are no less onerous in any material respect than the obligations of confidentiality of Bidder under the Confidentiality Agreement; and
- (b) subject to clause 13.7, any non-public information disclosed, provided or made available to that Third Party must also be provided to Bidder as soon as reasonably practicable after the non-public information is disclosed, provided or made available to that Third Party (unless the information has already been provided to Bidder or an Authorised Person of a Bidder Group Member), and in any event within 2 Business Days.

13.4.3 For the avoidance of doubt, any of the acts described in clause 13.4.2 may only be taken by Mainstream or any Mainstream Group Member or Authorised Person of a Mainstream Group Member if not proscribed by clause 13.4.1.

13.5 Notification of approaches

13.5.1 During the Exclusivity Period, Mainstream must as soon as possible (and, in any event, no later than 10:00 am on the day being two Business Days after becoming aware of any such matters, and if there are less than two Business Days prior to the end of the Exclusivity Period, such notification must be given as soon as practicable and in any case prior to the end of the Exclusivity Period) notify Bidder in writing of:

- (a) any negotiations or discussions, approach or attempt to initiate any negotiations or discussions, or intention to make such an approach or attempt to initiate negotiations or discussions, in respect of any expression of interest, inquiry, offer or proposal in relation to any actual, proposed or potential Competing Proposal; or
- (b) a proposal (whether or not made to Mainstream or any Mainstream Group Member or Authorised Person of a Mainstream Group Member) in connection with, or in respect of any exploration or consummation of an actual, proposed or potential Competing Proposal,

whether such matters are solicited or unsolicited, and in writing or otherwise.

13.5.2 If Mainstream receives any Superior Proposal, Mainstream must notify Bidder within 2 Business Days in writing of that Superior Proposal (and if there are less than two Business Days prior to the end of the Exclusivity Period, such notification must be given as soon as practicable and in any case prior to the end of the Exclusivity Period). Mainstream must not provide due diligence access to the proponent of such Superior Proposal:

- (a) unless the Mainstream Board determines in Good Faith that it would be in the best interests of shareholders of Mainstream to do so; and
- (b) unless and until it notifies the Bidder in writing of the Superior Proposal and provides the information required under clause 13.5.3.

13.5.3 Subject to clause 13.5.4, a notification under clause 13.5.1 or clause 13.5.2 must include the identity of the relevant person making or proposing the relevant actual, proposed or potential Competing Proposal, together with all material terms and

conditions (including price, timetable and conditions precedent) of the actual, proposed or potential Competing Proposal. Mainstream must also notify Bidder in writing as soon as possible after becoming aware of any material change in the matters previously notified to Bidder in relation to such actual, proposed or potential Competing Proposal.

- 13.5.4 The obligations in clause 13.5.1, do not apply to the extent that they require Mainstream to provide information if the Mainstream Board has determined in Good Faith, and after having considered written advice from the Mainstream Board's external legal advisers, that the consequences of providing the relevant information would be likely to constitute a breach of the fiduciary or statutory duties owed by any Mainstream Director. In this case, Mainstream may refrain from notifying Bidder of the identity of the person making or proposing the relevant actual, proposed or potential Competing Proposal, but must still notify Bidder of the material terms and conditions (including price, but not information with respect to the formulation of pricing) of the actual, proposed or potential Competing Proposal, as well as any material change in the matters previously notified to Bidder.

13.6 Matching right

If Mainstream gives notice to Bidder under clause 13.5.2, Bidder will have the right, but not the obligation, at any time until the Matching Deadline, to provide a revised proposal in writing to Mainstream (**Counter Proposal**), and if it does so then the Mainstream Directors must review the Counter Proposal in Good Faith. If the Mainstream Directors determine, having consulted with its external legal and financial advisers, that the Counter Proposal is equally as favourable to, or more favourable to, shareholders of Mainstream as a whole than the terms of the Superior Proposal notified to Bidder pursuant to clause 13.5.2, Mainstream and Bidder must use their best endeavours to agree the amendments to this Deed that are reasonably necessary to reflect the Counter Proposal and to enter into an amended agreement to give effect to those amendments and to implement the Counter Proposal, and Mainstream must use its best endeavours to procure that the Mainstream Directors recommend the Counter Proposal to the Shareholders and not recommend the applicable Superior Proposal. For the avoidance of doubt, during the Exclusivity Period Mainstream must not, and must procure that each of its Related Bodies Corporate do not, enter into any legally binding agreement, arrangement or understanding to give effect to a Competing Proposal (other than a confidentiality agreement) unless Mainstream first complies with its obligations under clauses 13.5.2, 13.5.3 and 13.6.

- 13.6.1 For the purposes of this clause 13.6, each successive material modification of any Third Party expression of interest, offer or proposal in relation to a Superior Proposal will constitute a new Superior Proposal.

13.7 Fiduciary out

The restrictions in clauses 13.3 and 13.4 do not apply to the extent they restrict the Mainstream Board from taking or refusing to take any action with respect to an actual, proposed or potential Competing Proposal, provided that:

- 13.7.1 the actual, proposed or potential Competing Proposal is bona fide; and
- 13.7.2 the Mainstream Board has determined in Good Faith after:
- (a) consultation with Mainstream's financial advisers in respect of the financial aspects of the Competing Proposal, that the Competing Proposal is or would reasonably be expected to lead to a Superior Proposal; and

- #### 14. Break Fee

14.1 Background

- #### 14.2 Costs incurred by Bidder

- 14.2.1 The Mainstream Break Fee and the Bidder Break Fee have been calculated to reimburse Bidder or Mainstream (as the case may be) for the following:
- (a) fees for reasonable legal and financial advice in planning and implementing the Transaction;
 - (b) reasonable opportunity costs incurred in engaging in the Transaction or in not engaging in other alternative acquisitions or strategic initiatives;
 - (c) costs of management and directors' time in planning and implementing the Transaction; and

- in each case, incurred by Bidder or Mainstream directly or indirectly as a result of having entered into this Deed and pursuing the Transaction.

- ### 14.3 Payment by Mainstream to Bidder

- (d) **(breach of exclusivity)** Mainstream breaches clause 13; or

- ### 14.3.2 Mainstream must:

- 14.3.3 For the avoidance of doubt, the Mainstream Break Fee is not payable merely because the resolution submitted to the Scheme Meeting in respect of the Scheme is not approved by the majorities required under section 411(4)(a)(ii) of the Corporations Act.

14.4.1 Bidder agrees to pay to Mainstream the Bidder Break Fee (exclusive of GST) if Mainstream terminates this Deed in accordance with:

- (a) clause 3.6, because of the failure to satisfy the Conditions in clause 3.1.1 or clause 3.1.3, except where the failure to satisfy either of those Conditions is a result of Mainstream having breached its obligations under clause 3.3.4 to co-operate with Bidder or any Authority or Third Party in Good Faith with a view to satisfying the Conditions); or
- (b) clause 15.3.2.
- (c) Bidder must pay Mainstream the Bidder Break Fee within 20 Business Days of receipt by Bidder of a demand for payment from Mainstream made after Mainstream terminates this Deed in accordance with clause 15.3.2.

14.5.1 The parties acknowledge and agree that, despite any other provision of this Deed but subject to clauses 14.5.2 and 14.6:

- (a) if Mainstream pays the Mainstream Break Fee in accordance with this Deed, it will have no further liability for any breach of this Deed, including any liability to any of Bidder or its Representatives;
- (b) if Mainstream becomes liable to pay the Mainstream Break Fee (defined below), that fee shall be reduced by any amount previously paid by Mainstream to Bidder or any of its Representatives in connection with a breach by Mainstream of this Deed; and
- (c) in any event the liability of Mainstream under or in connection with this Deed (including to Bidder or its Representatives) shall be limited to an amount equal to the amount set out in paragraph (c) of the definition of Mainstream Break Fee (**Maximum Mainstream Break Fee**) and the liability of Bidder under or in connection with this Deed (including to Mainstream or its Representatives) shall be limited to an amount equal to the Bidder Break Fee.

- (a) prevents Bidder from seeking orders from a court of competent jurisdiction for the specific performance by Mainstream of any obligations under this Deed; or
- (b) extinguishes or limits the liability of Mainstream for any:
 - (i) interest payable on any amount payable by Mainstream under or in connection with this Deed; or
 - (ii) breach of this Deed arising from criminal acts, fraud, or wilful misconduct.

If it is finally determined by a court, or the Takeovers Panel, that the agreement by the parties under this clause 14 or any part of it:

14.6.2 constituted or constitutes ‘unacceptable circumstances’ within the meaning given to that term in the Corporations Act; or

then, to that extent (and only to that extent) Mainstream will not be obliged to comply with that provision of this clause 14.

This clause 14 survives the termination of this Deed.

15.1 Termination if the Scheme is not implemented by the End Date

This Deed terminates automatically if the Scheme is not implemented by 11:59 pm on the End Date (unless the parties agree in writing otherwise).

15.2.1 Bidder may terminate this Deed at any time before the Delivery Time in accordance with clause 15.4 if Mainstream is in material breach of this Deed which breach cannot be remedied or has not been remedied by the earlier of:

(b) 11:59 pm on the date immediately before the Second Court Date.

15.2.2 Bidder may terminate this Deed at any time before the Delivery Time in accordance with clause 15.4 if any Mainstream Director or the Mainstream Board:

- and does not or do not, within 3 Business Days (or any shorter period ending at 5:00 pm on the last Business Day before the Second Court Date), reinstate their recommendation of the Scheme.

15.3 Termination by Mainstream

- (a) change, withdraw, adversely modify, adversely qualify, or take an action inconsistent with their statement in support of the Scheme or recommendation to vote in favour of the Scheme;
- (b) make any public statement to the effect that the Scheme is not, or is no longer, supported or recommended or supported by them; or
- (c) make any public statement to the effect that they recommend a Competing Proposal,

(d) the action described in clauses 15.3.1(a) to (c) (inclusive) that is taken by the Mainstream Directors is permitted by clause 9.1.2 and 9.2.2; and

15.3.2 Mainstream may terminate this Deed at any time before the Delivery Time in accordance with clause 15.4 if Bidder is in material breach of this Deed which cannot be remedied or has not been remedied by the earlier of:

- 15.3.3 Mainstream may terminate this Deed in accordance with clause 3.6.

For the purposes of this clause 15, a terminating party must give written notice to the other party setting out the relevant circumstances and stating that it terminates this Deed.

15.5 Effect of termination

In the event of termination of this Deed by either Mainstream or Bidder pursuant to clause 3.6 or clauses 15.1, 15.2 or 15.3, this Deed will have no further force or effect and the parties will have no further obligations under this Deed, provided that:

- 15.5.1 this clause and clauses 1, 7.7, 14, 15 and 17 to 22 (inclusive) will survive termination;
- 15.5.2 each party will retain any accrued rights and remedies, including any rights and remedies it has or may have against another party in respect of any past breach of this Deed; and
- 15.5.3 subject to clause 15.5.2, the parties are put back into the positions that they were in (including in respect of one another) immediately before entry into this Deed.

15.6 Remedies

The parties acknowledge that damages may not be a sufficient remedy for breach of this Deed. Specific performance, injunctive relief or any other remedies which would otherwise be available in equity or law are available as a remedy for a breach or threatened breach of this Deed by any party, notwithstanding the ability of the other party to terminate this Deed or seek damages for such a breach or threatened breach, or to demand payment of the Bidder Break Fee or Mainstream Break Fee.

16. Guarantee by Bidder Guarantor

In consideration of Mainstream entering into this Deed with Bidder at the request of Bidder Guarantor, Bidder Guarantor irrevocably and unconditionally guarantees to Mainstream the due and punctual performance of all present and future obligations of Bidder under each Transaction Document and must on demand by Mainstream perform or procure the performance of such obligations if Bidder fails to do so in accordance with the terms of the Transaction Documents.

17. GST

17.1 Definitions

In this clause:

- 17.1.1 words and expressions that are not defined in this Deed but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 17.1.2 **GST** means GST within the meaning of the GST Law and includes penalties and interest; and
- 17.1.3 **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

17.2 GST exclusive

Except as otherwise provided in this Deed, all consideration payable under this Deed in relation to any supply is exclusive of GST.

17.3 Increase in consideration

If GST is payable in respect of any supply made by a supplier under this Deed (**GST Amount**), the recipient must pay to the supplier an amount equal to the GST payable on the supply. Subject to clause 17.4, the recipient must pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Deed in full and without deduction, set off, withholding or counterclaim (unless otherwise provided in this Deed).

17.4 Tax invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 17.3.

17.5 Reimbursements

If this Deed requires a party to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by another party, the amount which the first party must pay, reimburse or contribute is the sum of:

- 17.5.1 the amount of the payment, reimbursement or contribution, less any input tax credit in respect of the payment, reimbursement or contribution to which the other party is entitled; and
- 17.5.2 if the payment, reimbursement or contribution is subject to GST, an amount equal to that GST.

17.6 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Deed:

- 17.6.1 the supplier must issue an adjustment note to the recipient within 7 days after becoming aware of the adjustment; and
- 17.6.2 any payment necessary to give effect to that adjustment must be made within 7 days after the date of receipt of the adjustment note.

18. Legal costs and other expenses

18.1 Parties to pay own costs

Each party must pay its own legal costs and other expenses for the negotiation, preparation and execution of this Deed and related documents, unless expressly stated otherwise.

18.2 Stamp duty and registration fees

Bidder must pay any stamp duty and registration fees and all related fines and penalties (except those arising from the default of another party) in relation to:

- 18.2.1 this Deed; and
- 18.2.2 any transactions under or in connection with this Deed.

19.1 Delivery of notice

19.1 Delivery of notice

- ## 19.2 Notice details

- ### 19.3 Time of service

- ## 20. Governing law

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21.1 Words and headings

21.1.1 words denoting the singular include the plural and vice versa;

21.1.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;

21.1.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Deed: and

21.1.5 no rule of construction applies to the disadvantage of the party preparing this Deed on the basis that it prepared or put forward this Deed or any part of it.

In this Deed, unless expressed to the contrary, a reference to:

21.2.1 a gender includes all other genders;

21.2.2 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;

21.2.3 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;

21.2.4 writing includes writing in digital form;

21.2.5 'this Deed' is to this Deed as amended from time to time;

21.2.6 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;

21.2.7 time is to Sydney, Australia, time;

21.2.8 a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Deed;

21.2.9 any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;

21.2.10 a person includes a firm, partnership, joint venture, association, corporation or other body corporate:

21.2.11 a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee;

21.2.12 any body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

22.1 Variation

22.2 Counterparts

22.3 Entire agreement and no reliance

22.3.1 This Deed:

- (a) constitutes the entire agreement between the parties about the subject matter contained in it; and
- (b) supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation relating to the subject matter contained in it, that was imposed, given or made by a party (or an agent of a party) prior to entering into this Deed.

22.3.2 The parties acknowledge that in entering into this Deed each party has not relied on any representations made by the other party (or its agents or employees) other than matters expressly set out in this Deed.

22.4 Severability

22.4.1 Any provision of this Deed that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

22.4.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Deed that is unlawful or unenforceable will be severed from this Deed and the remaining provisions continue in force.

22.5 Waiver

The failure of a party at any time to insist on performance of any provision of this Deed is not a waiver of the party's right at any later time to insist on performance of that or any other provision of this Deed.

22.6 Further assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Deed.

22.7 Survival and enforcement of indemnities

22.7.1 Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Deed.

22.7.2 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.

The warranties, undertakings, agreements and continuing obligations in this Deed do not merge on completion of the transactions contemplated by this Deed.

If a payment or other act is required by this Deed to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

A party must not, without the prior written consent of the other parties:

- 22.10.1 assign or novate this Deed;
- 22.10.2 transfer any right or obligation arising from this Deed; or
- 22.10.3 mortgage, charge, create a Security Interest over, allow a Security Interest to exist over, or otherwise encumber any benefit arising from this Deed.

Each party consents to the signing of this Deed by electronic means. The parties agree to be legally bound by this Deed if it is signed in this way.

Schedule 1 Mainstream Warranties

1. Capacity, authority and solvency

1.1 Mainstream:

- 1.1.1 and each of its Subsidiaries is a corporation validly existing under the laws of its place of incorporation;
- 1.1.2 has the corporate power to enter into and perform its obligations under this Deed and to carry out the transactions contemplated by this Deed;
- 1.1.3 and each of its material Subsidiaries and operating Subsidiaries has not suffered an Insolvency Event;
- 1.1.4 has taken all necessary corporate action to authorise the entry into this Deed and has taken or will take all necessary corporate action to authorise the performance of this Deed and to carry out the transactions contemplated by this Deed;
- 1.1.5 has the following capital structure:
 - (a) Shares: 138,089,440; and
 - (b) Performance Rights: 4,767,982,
 and
- 1.1.6 has not issued any other Shares or other securities, rights or instruments which are still outstanding and may convert into, or give the holder the right to be issued, Shares;
- 1.1.7 is not under any obligation to issue, and no person has any right to require or call for the issue of, or been sent offer letters in relation to any Shares or other securities, rights or instruments issuable by Mainstream (whether such obligation or right is conditional or otherwise); and
- 1.1.8 does not have any cash incentive plans outstanding or offer letters in relation to such plans outstanding other than as Fairly Disclosed in the Due Diligence Materials.

- 1.2 The Transaction Documents to which Mainstream is party constitute legal, valid and binding obligations on it, enforceable in accordance with their terms, and do not conflict with or result in a breach of or default under:
 - (a) the constitution or equivalent constituent documents of Mainstream or any of its Subsidiaries; or
 - (b) any writ, order or injunction, judgment, law, rule, obligation or regulation to which Mainstream or any of its Subsidiaries is party, or by which Mainstream or any of its Subsidiaries is bound.

2. Mainstream Data Room Materials and other information

- 2.1 The Due Diligence Material was prepared in Good Faith for the purpose of a due diligence process and as far as Mainstream is aware:
- 2.1.1 the information was collated or otherwise prepared with all reasonable care and skill;
 - 2.1.2 that information is accurate in all material respects;
 - 2.1.3 that information is not misleading or deceptive, or likely to mislead or deceive (including by omission) in any material respect;
 - 2.1.4 no information has been knowingly or recklessly omitted from the information that has been provided to Bidder that in Mainstream's opinion (acting reasonably) could be expected to make the information materially misleading; and
 - 2.1.5 the Due Diligence Material contains any and all non-public information provided to a SS&C Entity, its Representatives or any other Third Party potential bidder, other than as notified in writing to the Bidder prior to the date of this Deed.
- 2.2 Mainstream has prepared, compiled and made available to Bidder and its Representatives the Due Diligence Material in Good Faith and Mainstream is not aware of any information which is not included in the Due Diligence Material and which could reasonably be expected to be material to the evaluation of the Mainstream Group and its businesses, operations and affairs by a reasonable and sophisticated buyer.
- 2.3 Mainstream is in compliance in all material respects with its continuous disclosure obligations under Listing Rule 3.1 and following release of the Public Announcement, there will be no information which it is withholding from disclosure in reliance on Listing Rule 3.1A.
- 2.4 There is no judgment, injunction, order or decree binding on any member of the Mainstream Group that has or would be likely to have the effect of prohibiting, materially restricting or materially impairing after the Effective Date any business of the Mainstream Group as presently being conducted.
- 2.5 So far as Mainstream is aware:
- 2.5.1 there are no material actions, suits, arbitrations, legal or administrative proceedings pending against any Mainstream Group Member; and
 - 2.5.2 no Mainstream Group Member is the subject of any material pending investigation by an Authority.
- 2.6 There is no material breach by the Mainstream Group or any of its Authorised Persons of any Australian or foreign law or regulation applicable to them or order of any Australian or foreign Authority having jurisdiction over them that has or could reasonably be expected to have a materially adverse effect on:
- 2.6.1 the conduct of the business of the Mainstream Group;
 - 2.6.2 the value of the Mainstream Group;
 - 2.6.3 the reputation of the Mainstream Group, including any implication in relation to its good standing with any Authority having jurisdiction over the conduct of business of the Mainstream Group; or
 - 2.6.4 its ability to fulfil its obligations under this deed or the Scheme.



- 2.7 So far as the Mainstream Board and the senior management of the Mainstream Group are aware after making reasonable inquiries, no material breach of any Material Contract subsists.
- 2.8 No Authorisation is required to be obtained by Mainstream in order for it to execute, deliver and perform this Deed, other than those Authorisations set out in clause 3.1.

3. Mainstream Provided Information

- 3.1 On the First Court Date, the date on which the Scheme Booklet is despatched to Mainstream shareholders, the date of the Scheme Meeting and on the Second Court Date, the Mainstream Provided Information is accurate in all material respects and not misleading or deceptive (including by the omission of information) in any material respect and will comply with applicable laws and the terms of this Deed as they apply to such information.

1. Capacity, authority and solvency

1.1 is a corporation validly existing under the laws of its place of incorporation;

1.3 has not suffered an Insolvency Event;

1.5 is legally bound by this Deed, and this Deed does not and will not result in a breach of, or default under any provision of, Bidder's constitution or any term of any order, judgement or law which it is a party to or is subject to or by which it is bound or any term or provision of any material agreement to which it is a party.

On the First Court Date, the date on which the Scheme Booklet is despatched to Mainstream shareholders, the date of the Scheme Meeting and on the Second Court Date, the Bidder Provided Information is accurate in all material respects and not misleading or deceptive (including by the omission of information) in any material respect and will comply with applicable laws and the terms of this Deed as they apply to such information.

On the date of this Deed, the First Court Date, the date of the Scheme Meeting, the Second Court Date and the Implementation Date, Bidder has financing available to provide all of the Scheme Consideration in accordance with clause 5.2.1.

On the date of this Deed, the First Court Date, the date of the Scheme Meeting and on the Second Court Date, Bidder does not require any Authorisation in any jurisdiction to give effect to the Scheme other than:

4.2 the Authorisations contemplated by the Conditions in clauses 3.1.1 and 3.1.3.

1. Capacity, authority and solvency

1.1 is a corporation validly existing under the laws of its place of incorporation;

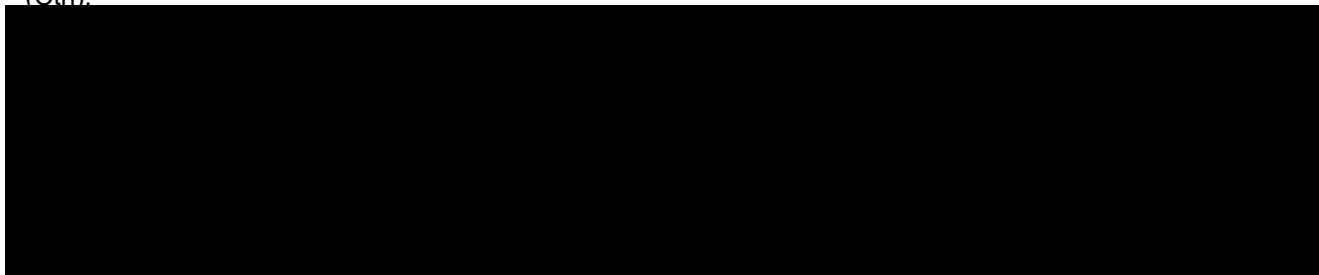
1.3 has not suffered an Insolvency Event;

1.5 is legally bound by this Deed, and this Deed does not and will not result in a breach of, or default under any provision of, Bidder Guarantor's constitution or any term of any order, judgement or law which it is a party to or is subject to or by which it is bound or any term or provision of any material agreement to which it is a party.

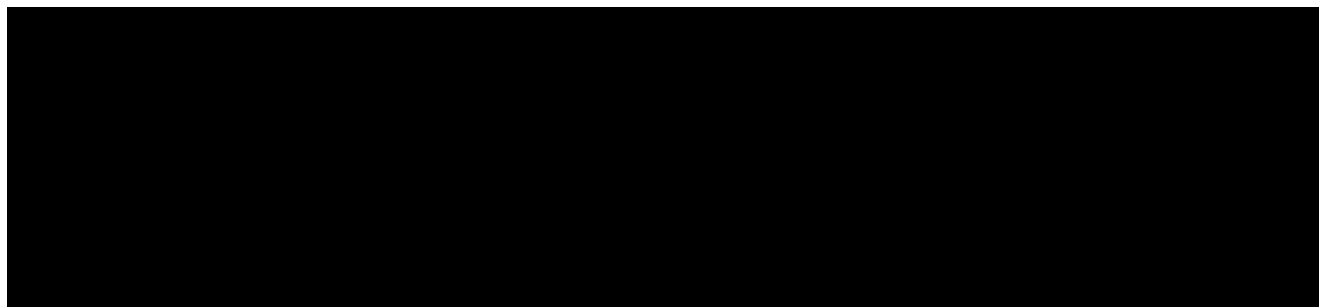
Execution page

Executed by the parties as a deed.

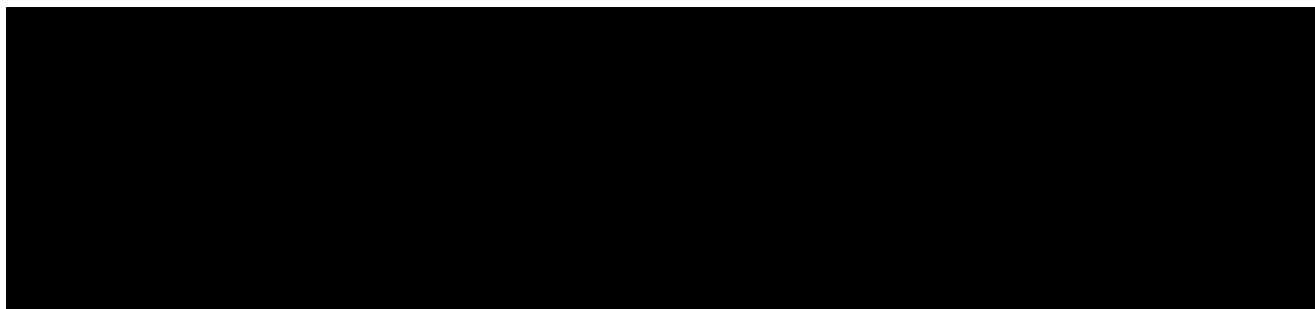
Executed by **Mainstream Group Holdings**)
Limited ACN 112 252 114 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth):



Executed by **Apex Fund Holdings Australia**)
Pty Limited in accordance with section 127(1))
of the *Corporations Act 2001* (Cth):)



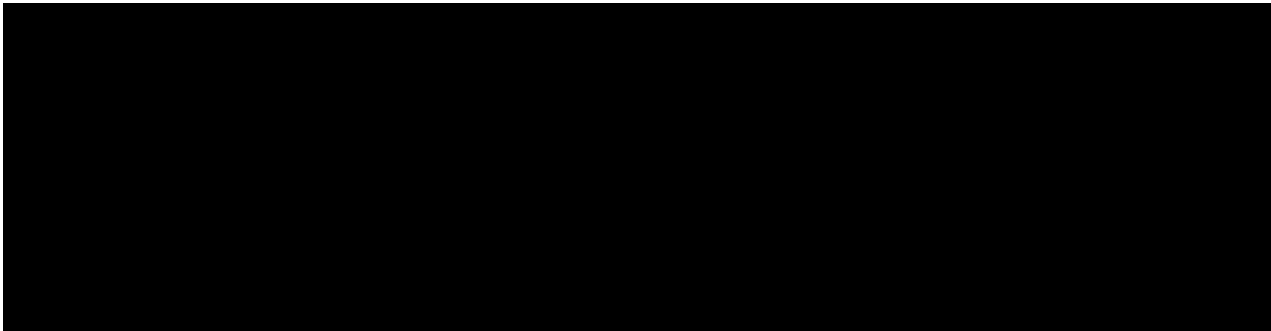
Signed, sealed and delivered by **Apex**)
Group Limited:)



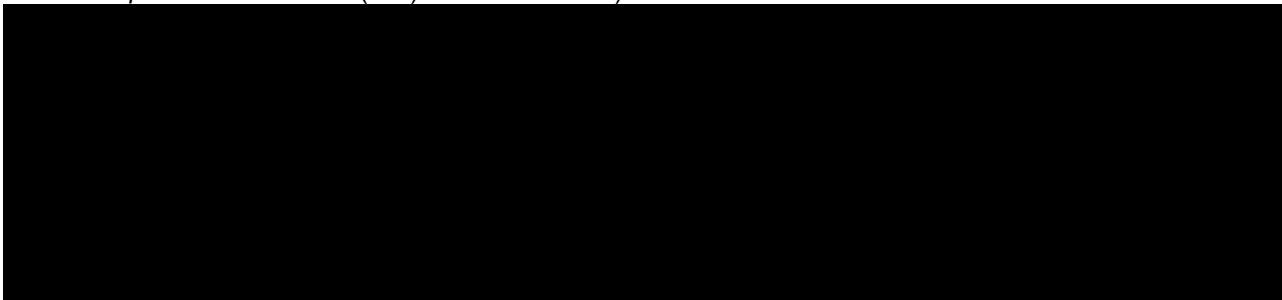
Execution page

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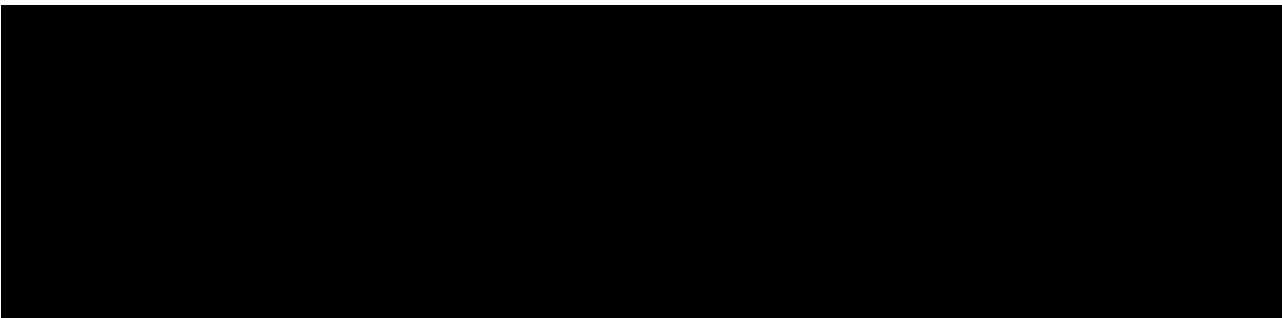
Executed by Mainstream Group Holdings)
Limited ACN 112 252 114 in accordance with)
section 127(1) of the Corporations Act 2001)
(Cth):



Executed by Apex Fund Holdings Australia)
Pty Limited in accordance with section 127(1))
of the Corporations Act 2001 (Cth):)



Signed, sealed and delivered by Apex)
Group Limited:)



Attachment 1 Indicative Scheme Timetable

Date	Event
28 June 2021	Scheme Implementation Deed is signed and Scheme is announced
Week of 12 July 2021	Draft Scheme Booklet and Independent Expert's Report is submitted to ASIC for review
Week of 2 August 2021	First Court Date
Week of 23 August 2021	Finalisation of despatch of Scheme Booklet and Notice of Scheme Meeting to Mainstream Shareholders
Week of 20 September 2021	Scheme Meeting
Week of 27 September 2021	Second Court Date
Week of 4 October 2021	Record Date
Week of 11 October 2021	Implementation Date

Mainstream Group Holdings Limited ACN 112 252 114 (**Mainstream**) and **[insert details of Bidder (Bidder)]** certify, confirm and agree that each of the conditions precedent:

- (a) in clause 3.1 (other than the condition in clause 3.1.5) of the scheme implementation deed dated [insert date] between Mainstream and Bidder (SID) has been satisfied or is hereby waived by the relevant party (or parties) to the SID in accordance with the terms of the SID; and
- (b) in clause 3.1.1 (other than the condition in clause 3.1.5 of the SID) and clause 3.1.2 of the scheme of arrangement between Mainstream and the relevant Mainstream shareholders which appears in Annexure [insert] of Mainstream's scheme booklet dated [insert date] has been satisfied.

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

Dated [*insert*]



Attachment 3 Scheme

Attached.



Maddocks

Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia

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www.maddocks.com.au

DX 259 Melbourne

Scheme of Arrangement

Mainstream Group Holdings Limited ACN 112 252 114
and

**Each person registered as a holder of fully paid ordinary shares in Mainstream
as at the Record Date**

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Parties

The parties agree

1.1 Defined terms

In this Scheme:

Adviser means, in relation to an entity, a financier, financial adviser, corporate adviser, legal adviser, or technical or other expert adviser, or consultant who provides advisory services in a professional capacity and who has been engaged by that entity in connection, directly or indirectly, with the Scheme.

ASIC means the Australian Securities and Investments Commission.

ASX means, as the context requires, ASX Limited ACN 008 624 691 or the financial markets operated by it.

Authority means any:

- (a) government, government department, government agency or government authority;
- (b) governmental, semi-governmental, municipal, judicial, quasi-judicial, administrative or fiscal entity or person carrying out any statutory authority or function, including the Takeovers Panel; or
- (c) other entity or person (whether autonomous or not) having powers or jurisdiction under:

- (i) any statute, regulation, ordinance, by-law, order or proclamation, or the common law; or
- (ii) the rules of any recognised stock or securities exchange.

Bidder means Apex Fund Holdings Australia Pty Limited (ACN 649 344 507).

Bidder Guarantor means Apex Group Limited of Vallis Building, 4th Floor, 58 Par-la-Ville Road, Hamilton HM11, Bermuda.

Bidder Group means Bidder and each of its Related Bodies Corporate.

Bidder Group Member means any member of the Bidder Group.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in New South Wales, Australia or Bermuda.

CHESS means the Clearing House Electronic Subregister System for the electronic transfer of securities operated by ASX Settlement Pty Ltd and ASX Clear Pty Limited.

Corporations Act means the *Corporations Act 2001* (Cth).

Court means the Federal Court of Australia or another court having jurisdiction in relation to the Scheme as agreed between Mainstream and Bidder.

Deed Poll means the deed poll dated **[insert]** 2021 executed by Bidder and Bidder Guarantor in favour of the Scheme Participants substantially in the form of Attachment 4 of the Scheme Implementation Deed (or in such other form as agreed in writing by Bidder and Mainstream).

Delivery Time means 8:00 am on the Second Court Date.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means the date on which the Scheme becomes Effective.

End Date means the later of:

- (a) the date 9 months after the date of the Scheme Implementation Deed; or
- (b) such later date as Bidder and Mainstream may agree in writing, each acting reasonably.

Implementation Date means the date is 5 Business Days after the Record Date, or such other date as Mainstream and Bidder agree in writing.

Listing Rules means the official listing rules of the ASX as amended, waived or modified from time to time.

Performance Rights has the meaning given in the Scheme Implementation Deed.

Permitted Dividend means a dividend paid by Mainstream under clause 7.9 of the Scheme Implementation Deed.

Record Date means 7:00 pm on the second Business Day after the Effective Date or such other date after the Effective Date as Bidder and Mainstream agree in writing.

Register means the register of members of Mainstream kept on behalf of Mainstream by the Share Registry.

Registered Address means, in relation to a Scheme Participant, the address shown in the Register as at the Record Date.

Related Body Corporate has the meaning given in sections 9 and 50 of the Corporations Act.

Representatives means in respect of a party, any person acting for or on behalf of that party (including any Related Body Corporate of that party, and any director, officer, employee, agent, affiliate, contractor or Adviser of that party or its Related Bodies Corporate).

Scheme means this scheme of arrangement subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed or consented to in writing by Mainstream and Bidder.

Scheme Consideration means the consideration to be provided to Scheme Participants under the terms of the Scheme for the transfer of their Scheme Shares to Bidder, being an amount of \$2.80 cash per Scheme Share (to be reduced by the value of any dividends declared or paid by Mainstream on and from the date of the Scheme Implementation Deed until the Implementation Date, other than a Permitted Dividend).

Scheme Implementation Deed means the scheme implementation deed dated **insert** 2021 between Bidder, Bidder Guarantor and Mainstream relating to (among other things) the implementation of this Scheme.

Scheme Meeting means the meeting or meetings of Shareholders ordered by the Court in relation to the Scheme to be convened pursuant to Section 411(1) of the Corporations Act.

Scheme Participant means a Shareholder on the Record Date.

Scheme Shares means all Shares held by the Scheme Participants as at the Record Date.

Scheme Transfer means one or more proper instruments of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be or may include a master transfer of all or part of the Scheme Shares.

Second Court Date means the first day of hearing of an application made to the Court by Mainstream for orders pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Separate Account has the meaning given in clause 5.2.4(b).

Share means a fully paid ordinary share issued in the capital of Mainstream.

Share Registry means Mainstream Fund Services Pty Ltd of Level 1, 51 – 57 Pitt Street, Sydney, New South Wales 2000, Australia.

Shareholder means each person who is registered in the Register as the holder of Shares.

Subsidiary has the meaning given in the Corporations Act.

Trust Account means an Australian dollar denominated trust account with an Australian bank which attracts interest at a commercial rate and is operated by Mainstream as trustee for the Scheme Participants (except that any interest on the amount deposited (less bank

Unclaimed Money Act means the *Unclaimed Money Act 1995* (NSW).

- 2.1 Mainstream is a listed public company limited by shares and quoted on ASX (ASX: MAI), incorporated in Australia and registered in New South Wales, Australia with its registered office at 51 – 57 Pitt Street, Sydney, New South Wales 2000, Australia.
- 2.2 As at the date of the Scheme Implementation Deed:
 - 2.2.1 138,089,440 Shares were on issue; and
 - 2.2.2 4,767,982 Performance Rights were on issue which are not quoted on any financial market.
- 2.3 Bidder is an Australian proprietary company limited by shares and registered in New South Wales, Australia with its registered office at Level 18, 201 Elizabeth Street, Sydney NSW 2000.
- 2.4 Bidder Guarantor is Apex Group Limited and is a company registered in Bermuda and is a parent entity of Bidder.
- 2.5 Bidder, Bidder Guarantor and Mainstream have entered into the Scheme Implementation Deed and Bidder and Bidder Guarantor have executed the Deed Poll.
- 2.6 If this Scheme becomes Effective:
 - 2.6.1 Bidder must pay or procure the provision of the Scheme Consideration and Bidder Guarantor will procure that Bidder pays or procures the payment of the Scheme Consideration in accordance with the terms of this Scheme and the Deed Poll; and
 - 2.6.2 all of the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to Bidder and Mainstream will enter the name of Bidder in the Register in respect of the Scheme Shares.

3.1 Conditions precedent

3.1.1 as at the Delivery Time, all the conditions in clause 3.1 of the Scheme Implementation Deed (other than the condition in clause 3.1.5 of the Scheme Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Scheme Implementation Deed;

3.1.2 neither the Scheme Implementation Deed nor the Deed Poll being terminated in accordance with its terms by the Delivery Time;

3.1.3 this Scheme being approved by the Court on the Second Court Date under section 411(4)(b) of the Corporations Act, including with any alterations or conditions made

3.1.4 such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme as are agreed or consented to in writing by Mainstream and Bidder having been satisfied (such agreement or consent not to be unreasonably withheld or delayed); and

3.1.5 the order of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving this Scheme having come into effect pursuant to section 411(10) of the Corporations Act on or before the End Date.

The satisfaction of each condition precedent in clause 3.1 is a condition precedent to the operation of clause 4 and clause 5 and the binding effect of this Scheme.

3.3.1 At the hearing on the Second Court Date, Mainstream and Bidder will provide to the Court a certificate (substantially in the form set out in Attachment 2 of the Scheme Implementation Deed) confirming whether or not the conditions in:

- (a) clause 3.1 of the Scheme Implementation Deed (other than the condition in clause 3.1.5 relating to Court approval of the Scheme) have been satisfied or (if capable of waiver) waived as at the Delivery Time; and
- (b) clause 3.1.1 and clause 3.1.2 of this Scheme have been satisfied or waived as at the Delivery Time.

3.3.2 The certificate given by Mainstream and Bidder constitute conclusive evidence that the conditions precedent in clause 3.3.1 have been satisfied or waived as at the Delivery Time.

Without limiting any rights under the Scheme Implementation Deed, if:

- 3.4.1 either the Scheme Implementation Deed or the Deed Poll is terminated in accordance with its terms before the Scheme becomes Effective; or
- 3.4.2 the Effective Date or the Implementation Date has not occurred on or before the End Date.

then, unless Mainstream and Bidder otherwise agree in writing, this Scheme will lapse and each of Mainstream and Bidder are released from any further obligation to take steps to implement the Scheme.

4.1 Lodgement of Court orders with ASIC

If the conditions set out in clauses 3.1.1 to 3.1.4 are satisfied, Mainstream must lodge with ASIC an office copy of the order made by the Court under section 411(4)(b) of the Corporations Act approving this Scheme as soon as possible, and in any event by no later

4.2 Transfer of Scheme Shares

- (a) the Scheme Consideration must be paid in the manner contemplated in clause 5;
- (b) subject to the payment of the Scheme Consideration by Bidder in accordance with clause 5.2.1, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to Bidder, without the need for any further act by any Scheme Participant (other than acts performed by Mainstream or its officers as attorney and agent for Scheme Participants under clause 8.5), by:
 - (i) Mainstream delivering to Bidder a duly completed and executed Scheme Transfer (as the attorney and agent of each Scheme Participant as transferor under clause 8.5) to transfer all Scheme Shares to Bidder (and one or more Scheme Transfers can be a master transfer of all or part of all of the Scheme Shares) for registration; and
 - (ii) Bidder duly executing the Scheme Transfer (as transferee) and delivering it to Mainstream for registration.

5. Scheme Consideration

Subject to the terms of this Scheme, each Scheme Participant is entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Participant.

5.2.1 Bidder must, by no later than the Business Day before the Implementation Date, deposit, or procure the deposit of, in cleared funds an amount equal to the aggregate amount of the Scheme Consideration payable to each Scheme Participant, into the Trust Account, such amount to be held by Mainstream as trustee for the Scheme Participants (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to Bidder's account).

5.2.2 Subject to Bidder complying with clause 5.2.1, on the Implementation Date, Mainstream must pay or procure the payment from the Trust Account to each Scheme Participant the Scheme Consideration attributable to that Scheme Participant in respect of the relevant Scheme Participant's Scheme Shares.

5.2.3 Mainstream's obligation under clause 5.2.2 will be satisfied by Mainstream:

- (a) where a Scheme Participant has, before the Record Date, made an election in accordance with the requirements of the Share Registry to receive

(b) otherwise, dispatching, or procuring the dispatch of, a cheque in Australian currency to the Scheme Participant by prepaid post to their address shown in the Register as at the Record Date, such cheque being drawn in the name of the Scheme Participant (or in the case of joint holders, in accordance with the procedures set out in clause 5.3), for the relevant amount.

(a) either:

- and no account has been notified in accordance with clause 5.2.3 or a deposit into such an account is rejected or refunded; or

- the Unclaimed Money Act will apply in relation to any Scheme Consideration which becomes ‘unclaimed money’ (as defined in sections 7 and 8 of the Unclaimed Money Act) and Mainstream as the trustee for the Scheme Participant may credit the amount payable to the relevant Scheme Participant to a separate bank account of Mainstream (**Separate Account**) to be held until the Scheme Participant claims the amount or the amount is dealt with in accordance with the Unclaimed Money Act. To avoid doubt, if the amount is not credited to the Separate Account, the amount will continue to be held in the Trust Account until the Scheme Participant claims the amount or the amount is dealt with in accordance with the Unclaimed Money Act. Mainstream must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.

5.3 Joint holders

5.3.1 any Scheme Consideration will be taken to be paid to the joint holders upon payment to the holder whose name appears first in the Register as at the Record Date; and

- 5.3.2 any cheque or other document required to be sent under this Scheme will be sent to the holder whose name appears first in the Register as at the Record Date.

5.4 Orders of a Court or other Authority

If written notice is given to Mainstream (or the Share Registry) of an order or direction made by a court of competent jurisdiction or by another Authority that:

- 5.4.1 requires consideration to be provided to a third party in respect of Scheme Shares held by a particular Scheme Participant, which would otherwise be payable to that Scheme Participant in accordance with this Scheme, then Mainstream shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
- 5.4.2 prevents Mainstream from providing consideration to any particular Scheme Participant in accordance with this Scheme, or the payment of such consideration is otherwise prohibited by applicable law, Mainstream shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Participant multiplied by the Scheme Consideration until such time as provision of the consideration in accordance with this Scheme is permitted by that order or direction or otherwise by law.

5.5 Cancellation and reissue of cheques

- 5.5.1 Mainstream may cancel a cheque issued under clause 5 if the cheque:
 - (a) is returned to Mainstream; or
 - (b) has not been presented for payment within six months after the date on which the cheque was sent.
- 5.5.2 During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Participant to Mainstream (or the Share Registry) (which request may not be made until the date which is 5 Business Days after the Implementation Date), a cheque that was previously cancelled under this clause 5.5 must be reissued.

5.6 Fractional entitlements

Where the calculation of the Scheme Consideration to be issued to a particular Scheme Participant would result in the Scheme Participant becoming entitled to a fraction of a cent, the fractional entitlement will be rounded up to the nearest whole cent.

6. Dealings in Scheme Shares

6.1 Determination of Scheme Participants

To establish the identity of the Scheme Participants, dealings in Shares or other alterations to the Register will only be recognised if:

- 6.1.1 in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Register as the holder of the relevant Shares on or before the Record Date; and
- 6.1.2 in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received on or before 5.00pm on the Record Date and occurs at the place where the Register is kept,

and Mainstream must not accept for registration, nor recognise for any purpose (except a transfer to Bidder pursuant to this Scheme and any subsequent transfer by Bidder or its successors in title), any transfer or transmission application or other request received after the Record Date, or received prior to the Record Date but not in registrable or actionable form.

6.2 Register

- 6.2.1 Mainstream must register or procure the registration of registrable transmission applications or transfers of Shares in accordance with clause 6.1 by no later than the Record Date.
- 6.2.2 Mainstream will not accept for registration or recognise for any purpose any transmission application or transfer in respect of Shares received after 5.00pm on the Record Date, other than to Bidder in accordance with this Scheme.
- 6.2.3 If this Scheme becomes Effective, each entry which is current on the Register as at the Record Date is the sole evidence of entitlement to the Scheme Consideration on the terms of this Scheme in respect of the Shares relating to that entry.
- 6.2.4 If this Scheme becomes Effective, a Scheme Participant (and any person claiming through that holder) must not dispose of or otherwise deal with, or purport or agree to dispose of or otherwise deal with, any Scheme Shares or any interest in them after the Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and Mainstream will be entitled to disregard any such disposal, purported disposal or agreement or other dealing.
- 6.2.5 For the purpose of determining entitlements to the Scheme Consideration, Mainstream must procure the maintenance of the Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Participants. The Register in this form will solely determine entitlements to the Scheme Consideration.
- 6.2.6 All statements of holding for Shares (other than statements of holding in favour of Bidder) will cease to have effect after the Record Date as documents of title in respect of those Shares and, as from that date, each entry current at that date on the Register (other than entries in respect of Bidder) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Scheme Shares relating to that entry.
- 6.2.7 As soon as possible after the Record Date, and in any event at least 3 Business Days before the Implementation Date, Mainstream will procure that details of the names, Registered Addresses and holdings of Shares for each Scheme Participant as shown in the Register as at the Record Date are made available to Bidder in the form Bidder reasonably requires.

7. Quotation of Shares

- 7.1 Mainstream must apply to ASX for suspension of trading in Shares on ASX with effect from the close of trading on the Effective Date.
- 7.2 On a date after the Implementation Date to be determined by Bidder (acting reasonably and subject to the Listing Rules), Mainstream must apply to ASX for the termination of the official quotation of Shares on ASX and to have Mainstream removed from the official list of ASX.

8.1 Consent to amendments to this Scheme

8.1.1 Mainstream may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Bidder has consented in writing; and

8.2 Scheme Participants' agreements and warranties

- (a) agrees to the transfer of their Scheme Shares to Bidder together with all rights and entitlements attaching to those Shares in accordance with this Scheme;
- (b) agrees to the variation, cancellation or modification of the rights attached to their Scheme Shares constituted by or resulting from this Scheme;
- (c) agrees:
 - (i) that after the transfer of their Scheme Shares to Bidder, any statement of holdings for Shares relating to their Scheme Shares will not constitute evidence of title to those Scheme Shares; and
 - (ii) at the direction of Bidder, to destroy any statement of holdings for Shares relating to their Scheme Shares; and
- (d) acknowledges and agrees that this Scheme binds Mainstream and all Scheme Participants (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting).

- (a) all their Scheme Shares (including any rights and entitlements attaching to their Scheme Shares) which are transferred under this Scheme will, at the time of transfer of them to Bidder, be fully paid and free from all:
 - (i) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and
 - (ii) restrictions on transfer of any kind;
- (b) they have full power and capacity to transfer their Scheme Shares to Bidder together with any rights attaching to those Scheme Shares; and
- (c) they have no existing right to be issued any Shares or any other Mainstream securities.

8.3 Title to and rights in Scheme Shares

(a) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act* 2009 (Cth)) and interests of third parties of any kind, whether legal or otherwise; and

8.3.2 Subject to the provision of the Scheme Consideration to each Scheme Participant in accordance with clauses 5.2.2 and 5.2.3, Bidder will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Mainstream of Bidder in the Register as the holder of the Scheme Shares. Bidder's entitlement to be registered in the Register as the holder of the Scheme Shares arises on the Implementation Date in accordance with clause 4.2.

Immediately upon the provision of the Scheme Consideration by Bidder in accordance with clause 5.2.1 and until Mainstream procures the registration of Bidder as the holder of all Scheme Shares in the Register, each Scheme Participant:

8.4.1 is deemed to have irrevocably appointed Bidder as attorney and agent (and directed Bidder in each such capacity) to appoint any director, officer, secretary or agent nominated by Bidder as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any Shareholders' resolution whether in person, by proxy or by corporate representative:

8.4.2 undertakes not to attend or vote at any Shareholders' meetings or sign any Shareholders' resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4.1);

8.4.3 must take all other actions in the capacity of a registered holder of Scheme Shares as Bidder reasonably directs; and

8.4.4 acknowledges and agrees that in exercising the powers conferred by clause 8.4.1, Bidder and any director, officer, secretary or agent nominated by Bidder under that clause may act in the best interests of Bidder as the intended registered holder of the Scheme Shares.

Each Scheme Participant, without the need for any further act:

8.5.1 on the Effective Date, irrevocably appoints Mainstream and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:

(a) enforcing the Deed Poll against Bidder and Bidder Guarantor; and

- and Mainstream accepts such appointment; and

- and Mainstream accepts such appointment.

Mainstream, as attorney and agent of each Scheme Participant, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers or employees (jointly, severally, or jointly and severally).

This Scheme binds Mainstream and all of the Scheme Participants (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Mainstream.

9.1 In this Scheme, unless expressed to the contrary:

- 9.1.1 words denoting the singular include the plural and vice versa;
- 9.1.2 the word 'includes' in any form is not a word of limitation;
- 9.1.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 9.1.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Scheme; and
- 9.1.5 a reference to:
 - (a) a gender includes all other genders;
 - (b) any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
 - (c) any instrument (such as a deed, agreement or document) is to that instrument (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time and from time to time;
 - (d) writing includes writing in digital form;

- 9.2 A clause in this Scheme must not be construed adversely to a party merely because that party prepared it or caused it to be prepared.

10.3.1 If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Mainstream, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Mainstream's registered office or at the office of the Share Registry.

10.4 Governing law and jurisdiction

10.4.2 Each party irrevocably:

- ## 10.5 Further action

10.6 No liability when acting in good faith

Each Scheme Participant agrees that none of Mainstream, Bidder, Bidder Guarantor or any of their respective Representatives, will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.



Maddocks

Schedule 1 Deed Poll

For personal use only



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Deed Poll

**In favour of each person registered as a holder of fully paid ordinary shares in
Mainstream as at the Record Date**

Apex Fund Holdings Australia Pty Limited
ACN 649 344 507
and

Apex Group Limited

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Parties

Name	Apex Group Ltd
Address	[REDACTED]
Email	[REDACTED]
Contact	[REDACTED]
	[REDACTED]
Short name	Bidder Guarantor

Name	Each person registered as a holder of fully paid ordinary shares in Mainstream Group Holdings Limited ACN 112 252 114 (Mainstream) as at the Record Date
Short name	Scheme Participant

A. On **insert** 2021, Bidder, Bidder Guarantor and Mainstream Group Holdings Limited ACN 112 252 114 (**Mainstream**) entered into a scheme implementation deed (**Scheme Implementation Deed**).

B. Under the Scheme Implementation Deed:

- B.1 Bidder has, among other things, agreed to pay the Scheme Consideration to the Scheme Participants in consideration for the acquisition by Bidder of all of the Scheme Shares (being all of the fully paid ordinary shares issued in the capital of Mainstream at the Record Date); and
- B.2 Bidder Guarantor has agreed to:



- B.2.1 perform or procure the performance by Bidder of its obligations under the Scheme Implementation Deed; and
- B.2.2 unconditionally and irrevocably guarantee the due and punctual performance by Bidder of its obligations under the Scheme Implementation Deed and this deed poll in relation to the Scheme.
- C. In accordance with the Scheme Implementation Deed, Bidder enters into this deed poll for the purpose of covenanting in favour of the Scheme Participants to perform its obligations and actions under the Scheme.
- D. Bidder Guarantor enters into this deed poll for the purposes of:
- D.1 performing its obligations and actions under the Scheme;
- D.2 covenanting in favour of Scheme Participants to procure that Bidder performs all obligations and actions attributed to it under the Scheme; and
- D.3 guaranteeing the due and punctual performance of Bidder of all of its obligations and actions attributed to it under the Scheme.

1. Definitions and Interpretation

Unless the context otherwise requires, terms defined in the Scheme Implementation Deed (other than words and expressions defined in this deed poll) have the same meaning when used in this deed poll.

The rules in clause 21 of the Scheme Implementation Deed apply in interpreting this deed poll (unless the context makes it clear that a rule is not intended to apply), save that references to 'Deed' in that clause will be taken to be references to 'deed poll'.

Bidder and Bidder Guarantor acknowledge and agree that:

- 1.3.1 this deed poll may be relied on and enforced by any Scheme Participant in accordance with its terms even though the Scheme Participants are not party to it; and
- 1.3.2 under the Scheme, each Scheme Participant irrevocably appoints Mainstream and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent to enforce this deed poll against Bidder and Bidder Guarantor on behalf of that Scheme Participant.

2.1 Conditions

The obligations of Bidder and Bidder Guarantor under this deed poll are subject to the Scheme becoming Effective.

This deed poll and the obligations of Bidder and Bidder Guarantor under this deed poll will automatically terminate, and the terms of this deed poll will be of no further force or effect if:

- 2.2.1 the Scheme Implementation Deed is terminated in accordance with its terms; or
- 2.2.2 the Scheme does not become Effective by the End Date,
- unless Mainstream, Bidder and Bidder Guarantor otherwise agree in writing.

If this deed poll is terminated under clause 2.2 in addition and without prejudice to any other available rights, powers or remedies:

- 2.3.1 Bidder and Bidder Guarantor are released from their obligations to further perform this deed poll; and

- ### 3. Scheme obligations and actions

Subject to clause 2, Bidder undertakes in favour of each Scheme Participant that it will duly and punctually observe and perform all obligations and actions attributed to it under the Scheme as if named as a party to the Scheme, including all obligations and actions attributed to it relating to the provision of the Scheme Consideration, in accordance with the terms of the Scheme.

Subject to clause 2, Bidder Guarantor undertakes in favour of each Scheme Participant:

- 3.2.1 to duly and punctually observe and perform all obligations and actions attributed to it under the Scheme as if named as a party to the Scheme;
- 3.2.2 to procure that Bidder performs all obligations and actions attributed to it under the Scheme; and
- 3.2.3 to guarantee the due and punctual performance of Bidder of all of its obligations and actions attributed to it under the Scheme.

Each of Bidder and Bidder Guarantor represents and warrants in favour of each Scheme Participant, in respect of itself, that it:

- 4.1 is a corporation validly existing under the laws of its place of incorporation;
- 4.2 has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- 4.3 has not suffered an Insolvency Event;
- 4.4 has taken all necessary corporate action to authorise the entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll; and
- 4.5 is legally bound by this deed poll, and this deed poll does not and will not result in a breach of, or default under any provision of, its constitution or any term of any order, judgment or law which it is a party to or is subject to or by which it is bound or any term or provision of any material agreement to which it is a party.

This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until the earlier of:

- ## 6. General

Bidder and Bidder Guarantor will, at their own expense, do all things reasonably required of it and execute all documents reasonably necessary to give full effect to this deed poll and the transactions contemplated by it.

6.2.1 Bidder must:

- (a) be responsible for its own costs arising out of the negotiation, preparation and execution of this deed poll;
- (b) pay or procure the payment of all stamp duty (if any) and any related fines and penalties payable on or in respect of the transfer by the Scheme Participants of the Scheme Shares to Bidder pursuant to the Scheme or this deed poll; and
- (c) indemnify each Scheme Participant against any liability arising from failure to comply with clause (b).

- 6.2.2 Bidder Guarantor must be responsible for its own costs arising out of the negotiation, preparation and execution of this deed poll.

6.3.1 Any notice or other communication to Bidder and / or Bidder Guarantor in connection with this deed poll must be:

- (a) in legible writing in English;
- (b) signed by the person making the communication or that person's duly authorised agent; and
- (c) given by hand delivery, pre-paid post or email in accordance with the details set out below:

[REDACTED] [REDACTED]
 [REDACTED] [REDACTED]
 [REDACTED] [REDACTED]

with a copy (for information purposes only) to:

- 6.3.2 Subject to clause 6.3.3, any notice or other communication given in accordance with clause 6.3.1 will be deemed to have been duly given as follows:
- (a) if delivered personally or left at the person's address, upon delivery;
 - (b) if posted within Australia to an Australian address:
 - (i) using express post, 2 Business Days after posting; and
 - (ii) using any other prepaid post, 6 Business Days after posting;
 - (c) if posted to an address in a different country, 10 Business Days after posting; and
 - (d) if delivered by email, at the time the email left the sender's email system, unless the sender receives notification that the email was not received by the recipient.
- 6.3.3 Any notice or other communication that, pursuant to clause 6.3.2 would be deemed to be given:
- (a) other than on a Business Day or after 5:00 pm on a Business Day is regarded as given at 9:00am on the following Business Day; and
 - (b) before 9:00 am on a Business Day is regarded as given at 9:00 am on that Business Day,

where references to time are to time in the place the recipient is located.

6.4 Cumulative rights

The rights, powers and remedies of Bidder, Bidder Guarantor and of each Scheme Participant under this deed poll are cumulative with and do not exclude the rights, powers or remedies provided by law independently of this deed poll.

6.5 Waiver and variation

- 6.5.1 A party waives a right under this deed poll only by written notice by it that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.
- 6.5.2 Failure to exercise or enforce, a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed poll by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed poll.
- 6.5.3 A provision of this deed poll may not be varied unless:
- (a) if before the First Court Date, the variation is agreed to by Mainstream in writing; or
 - (b) if on or after the First Court Date, the variation is agreed to by Mainstream in writing and the Court indicates that the variation would not of itself preclude approval by the Court of the Scheme,

in which event Bidder and Bidder Guarantor must enter into a further deed poll in favour of the Scheme Participants giving effect to the variation.

6.6.1 The rights of each Scheme Participant created by this deed poll must not be assigned, encumbered or otherwise dealt with at law or in equity without the prior written consent of Bidder and Bidder Guarantor.

6.7 Governing law and jurisdiction


6.7.2 Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, Commonwealth courts having jurisdiction in that State and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed poll; and
- (b) waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 6.7.2(a).

Executed as a deed poll.

.....
Signature of Sole Director and Company Secretary

.....
Print full name



.....
Signature of Director

.....
Print full name



Maddocks

Attachment 4 Deed Poll

Attached.



Maddocks

Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Deed Poll

**In favour of each person registered as a holder of fully paid ordinary shares in
Mainstream as at the Record Date**

Apex Fund Holdings Australia Pty Limited
ACN 649 344 507
and

Apex Group Limited

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Parties

Name	Apex Group Ltd
Address	[REDACTED]
Email	[REDACTED]
Contact	[REDACTED]
	[REDACTED]
Short name	Bidder Guarantor

Name	Each person registered as a holder of fully paid ordinary shares in Mainstream Group Holdings Limited ACN 112 252 114 (Mainstream) as at the Record Date
Short name	Scheme Participant

A. On **[insert]** 2021, Bidder, Bidder Guarantor and Mainstream Group Holdings Limited ACN 112 252 114 (**Mainstream**) entered into a scheme implementation deed (**Scheme Implementation Deed**).

B. Under the Scheme Implementation Deed:

- B.1 Bidder has, among other things, agreed to pay the Scheme Consideration to the Scheme Participants in consideration for the acquisition by Bidder of all of the Scheme Shares (being all of the fully paid ordinary shares issued in the capital of Mainstream at the Record Date); and
- B.2 Bidder Guarantor has agreed to:

1. Definitions and Interpretation

Unless the context otherwise requires, terms defined in the Scheme Implementation Deed (other than words and expressions defined in this deed poll) have the same meaning when used in this deed poll.

The rules in clause 21 of the Scheme Implementation Deed apply in interpreting this deed poll (unless the context makes it clear that a rule is not intended to apply), save that references to 'Deed' in that clause will be taken to be references to 'deed poll'.

Bidder and Bidder Guarantor acknowledge and agree that:

- 1.3.1 this deed poll may be relied on and enforced by any Scheme Participant in accordance with its terms even though the Scheme Participants are not party to it; and
- 1.3.2 under the Scheme, each Scheme Participant irrevocably appoints Mainstream and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent to enforce this deed poll against Bidder and Bidder Guarantor on behalf of that Scheme Participant.

2.1 Conditions

The obligations of Bidder and Bidder Guarantor under this deed poll are subject to the Scheme becoming Effective.

This deed poll and the obligations of Bidder and Bidder Guarantor under this deed poll will automatically terminate, and the terms of this deed poll will be of no further force or effect if:

- 2.2.1 the Scheme Implementation Deed is terminated in accordance with its terms; or
- 2.2.2 the Scheme does not become Effective by the End Date,
- unless Mainstream, Bidder and Bidder Guarantor otherwise agree in writing.

If this deed poll is terminated under clause 2.2 in addition and without prejudice to any other available rights, powers or remedies:

- 2.3.1 Bidder and Bidder Guarantor are released from their obligations to further perform this deed poll; and

- ### 3. Scheme obligations and actions

Subject to clause 2, Bidder undertakes in favour of each Scheme Participant that it will duly and punctually observe and perform all obligations and actions attributed to it under the Scheme as if named as a party to the Scheme, including all obligations and actions attributed to it relating to the provision of the Scheme Consideration, in accordance with the terms of the Scheme.

- 3.2.1 to duly and punctually observe and perform all obligations and actions attributed to it under the Scheme as if named as a party to the Scheme;
- 3.2.2 to procure that Bidder performs all obligations and actions attributed to it under the Scheme; and
- 3.2.3 to guarantee the due and punctual performance of Bidder of all of its obligations and actions attributed to it under the Scheme.

- 4.1 is a corporation validly existing under the laws of its place of incorporation;
- 4.2 has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- 4.3 has not suffered an Insolvency Event;
- 4.4 has taken all necessary corporate action to authorise the entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll; and
- 4.5 is legally bound by this deed poll, and this deed poll does not and will not result in a breach of, or default under any provision of, its constitution or any term of any order, judgment or law which it is a party to or is subject to or by which it is bound or any term or provision of any material agreement to which it is a party.

page 4

- ## 6. General

Bidder and Bidder Guarantor will, at their own expense, do all things reasonably required of it and execute all documents reasonably necessary to give full effect to this deed poll and the transactions contemplated by it.

6.2.1 Bidder must:

- (a) be responsible for its own costs arising out of the negotiation, preparation and execution of this deed poll;
- (b) pay or procure the payment of all stamp duty (if any) and any related fines and penalties payable on or in respect of the transfer by the Scheme Participants of the Scheme Shares to Bidder pursuant to the Scheme or this deed poll; and
- (c) indemnify each Scheme Participant against any liability arising from failure to comply with clause (b).

6.2.2 Bidder Guarantor must be responsible for its own costs arising out of the negotiation, preparation and execution of this deed poll.

6.3.1 Any notice or other communication to Bidder and / or Bidder Guarantor in connection with this deed poll must be:

- (a) in legible writing in English;
- (b) signed by the person making the communication or that person's duly authorised agent; and
- (c) given by hand delivery, pre-paid post or email in accordance with the details set out below:

with a copy (for information purposes only) to:

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- (a) if before the First Court Date, the variation is agreed to by Mainstream in writing; or
 - (b) if on or after the First Court Date, the variation is agreed to by Mainstream in writing and the Court indicates that the variation would not of itself preclude approval by the Court of the Scheme,

in which event Bidder and Bidder Guarantor must enter into a further deed poll in favour of the Scheme Participants giving effect to the variation.

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6.7 Governing law and jurisdiction


6.7.2 Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, Commonwealth courts having jurisdiction in that State and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed poll; and
- (b) waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 6.7.2(a).

Executed as a deed poll.

.....
Signature of Sole Director and Company Secretary

Print full name



.....
Signature of Director

.....
Print full name