



Scheme Implementation Agreement

BETWEEN

Sun Holdings GC Pty Ltd (ACN 677 077 771)
(Sun Holdings)

AND

Sunland Group Limited (ACN 063 429 532)
(Sunland)

MILLS OAKLEY

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Details

Date 23 October 2024

Parties **Sun Holdings and Sunland**

Sun Holdings

Name	Sun Holdings GC Pty Ltd
ACN	677 077 771
Address	c/o Morgan Conley Solicitors Pty Ltd, Level 6, 239 George Street, Brisbane QLD 4000
Email	ron@rons.com.au
Attention	Ron Bakir

Sunland

Name	Sunland Group Limited
ACN	063 429 532
Address	c/o BDO Services Pty Ltd, Level 10, 12 Creek Street, Brisbane QLD 4000
Email	gharrison@sunlandgroup.com.au
Attention	Grant Harrison

Governing law New South Wales, Australia

- Recitals**
- A. Sun Holdings and Sunland have agreed to implement the Transaction.
 - B. To implement the Transaction, Sunland has agreed to propose the Scheme.
 - C. Sun Holdings and Sunland have agreed to implement the Scheme on the terms and conditions of this agreement.

General Terms

1 Definitions and interpretation

1.1 Definitions

Unless the contrary intention appears, these meanings apply:

ASIC means the Australian Securities & Investments Commission.

Associate has the meaning given in section 12 of the Corporations Act, as if section 12(1) of the Corporations Act referenced this agreement.

ATO means the Australian Taxation Office.

Business Day means a day other than a Saturday, Sunday or public holiday in Sydney, Australia.

Competing Transaction means a proposal, transaction or arrangement (including a takeover bid, scheme of arrangement, capital reduction, sale of assets, sale or issue of securities, or joint venture) which, if completed, would mean a person (other than a Sun Holdings or a Related Body Corporate of Sun Holdings) whether alone or together with its Associates would, directly or indirectly:

- (a) acquire an interest or Relevant Interest in or become the holder of 20% or more of the Sunland Shares on issue (other than as custodian, nominee or bare trustee);
- (b) acquire control of Sunland, or any other member of the Sunland Group, within the meaning of section 50AA of the Corporations Act;
- (c) directly or indirectly acquire, obtain a right to acquire, or otherwise obtain an economic interest in all or a substantial part or a material part of the assets of or business conducted by the Sunland Group;
- (d) otherwise acquire or merge with Sunland (including by a reverse takeover bid); or
- (e) cause the Transaction to be required to be abandoned or otherwise fail to proceed.

Conditions Precedent means the conditions precedent set out in clause 3.1.

Confidentiality Agreement means the confidentiality agreement between:

- (a) Homecorp Property Group Pty Ltd (ACN 162 293 763) and Sunland dated on or around 26 June 2023; and
- (b) the specific matter confidentiality deed between Sun Holdings and Sunland dated on or around 18 June 2024.

Controller has the meaning given in the Corporations Act.

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

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

Court means the Federal Court of Australia, or any other court of competent jurisdiction under the Corporations Act agreed by the parties in writing.

Data Room means the on-line data rooms hosted on <https://highq.in/10p537jglzz> in relation to:

- (a) the Transaction contemplated by this agreement; and
- (b) the unsuccessful off-market takeover bid by Sun Holdings for all the Sunland Shares, announced by Sunland on 2 July 2024.

Deed Poll means a deed poll substantially in the form of Annexure C to this agreement.

Details means the section of this agreement headed "Details".

Disclosed means, in relation to a change, event, occurrence or matter, disclosed:

- (a) by a party or its Representatives:
 - (i) to the other party or its Representatives in writing in a manner reasonably likely to draw the importance of that change, event, occurrence or matter to the attention of a reasonably sophisticated person, reasonably experienced in a transaction of the nature contemplated by this agreement;
 - (ii) in the Sunland Disclosure Material; or
 - (iii) in any announcement made by that party published on its website in the three years prior to the date of this agreement, or
- (b) to or lodged with ASIC before the date of this agreement or available from the registers maintained by the High Court and the Federal Courts of Australia, the Supreme Courts of each Australian State and Territory before 15 May 2024 or the PPSR before the date of this agreement.

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

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

Encumbrance means any security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any "security interest" as defined in sections 12(1) or 12(2) of the PPSA or any agreement to create any of them or allow them to exist.

End Date means 30 June 2025, or such other date agreed by Sun Holdings and Sunland in writing.

Exclusivity Period means the period from and including the date of this agreement to the earlier of:

- (a) the termination of this agreement in accordance with its terms;
- (b) the Implementation Date; and
- (c) the End Date.

Explanatory Statement means the statement under section 412 of the Corporations Act which has been, or will be, registered by ASIC in relation to the Scheme, and forms part of the Scheme Booklet.

First Court Date means the first day on which an application made to the Court, in accordance with clause 5.2(h), for orders under section 411(1) of the Corporations Act convening the Scheme Meeting, is heard.

GST has the meaning given in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Implementation Date means the 5th Business Day following the Record Date, or such other date as the parties agree in writing.

Incoming Officers means at least three directors and the company secretary nominated by Sun Holdings no later than five Business Days before the Implementation Date.

Independent Expert means the independent expert appointed by Sunland under clause 5.2(b).

Independent Expert's Report means the report from the Independent Expert for inclusion in the Scheme Booklet, including any update or supplementary report, stating whether, in the Independent Expert's opinion, the Scheme is in the best interests of Sunland Shareholders.

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 14 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of the things described in paragraphs (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to paragraphs (a) to (g) above happens in connection with that person under the law of any jurisdiction.

Losses means all claims, demands, damages, losses, costs, expenses and liabilities, excluding any:

- (a) indirect loss or damage;
- (b) indirect loss of profit;
- (c) loss of expected savings;

- (d) opportunity costs;
- (e) indirect loss of business (including loss or reduction of goodwill);
- (f) damage to reputation;
- (g) loss or corruption of data; and
- (h) diminution in credit rating,

in each case, regardless of whether any or all of the claim, demand, damages, loss, cost, expense and/or liability arises in contract, tort (including negligence), under any statute or otherwise under or in relation to or arising out of this agreement.

LTIP has the meaning given to that term in clause 7.7(a)(iii).

LTIP Payments has the meaning given to that term in clause 7.7(a)(iii).

Material Adverse Change means a Specified Event which has, has had, or is reasonably likely to have:

- (a) a material adverse effect on the business, assets, liabilities, financial condition or results of operation of the Sunland Group of at least \$500,000; or
- (b) an effect that will prevent, materially delay, or materially impair Sunland's ability to consummate the Transaction,

excluding alone or in combination those Specified Events:

- (c) Disclosed to, or actually known by, Sun Holdings on or before the date of this agreement;
- (d) arising from changes in law or economic, regulatory, political or business conditions in Australia or that affects or otherwise has an impact on Australia;
- (e) arising from any change in accounting policy required by law;
- (f) arising from any change resulting directly from a general deterioration in equity markets, interest rates, exchange rates or credit spreads or a disruption to financial markets of Australia;
- (g) required by this agreement, the Transaction or transactions contemplated by them;
- (h) which took place with the prior written consent of Sun Holdings; or
- (i) relating to the global economy or securities market in general.

Material Contract means any contract or commitment by Sunland or another member of the Sunland Group involving an amount of not less than \$100,000 or which is for a period of more than 60 days.

Outgoing Officers means all officers of Sunland and its subsidiaries, other than any Incoming Officers.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Permitted Dividend has the meaning given in clause 4.4(a)(i).

Permitted Dividend Record Date means the record date for the Permitted Dividend, as determined in accordance with clause 4.4(a)(iii).

Prescribed Occurrence means, except to the extent contemplated by this agreement or the Scheme, any of the following events:

- (a) **(conversion)** Sunland converting Sunland Shares into a larger or smaller number of shares;
- (b) **(reduction of share capital)** Sunland or another member of the Sunland Group resolving to reduce its capital in any way or resolving to reclassify, combine, split or redeem or repurchase directly or indirectly any of its securities;
- (c) **(buy-back)** Sunland or another member of the Sunland Group:
 - (i) entering into a buy-back agreement; or
 - (ii) resolving to approve the terms of a buy-back agreement under the Corporations Act;
- (d) **(distribution)** Sunland making, declaring or announcing an intention to make or declare, any distribution (whether by way of dividend, capital reduction or otherwise and whether in cash or in specie) other than any Permitted Dividend;
- (e) **(issuing or granting shares or options)** Sunland or another member of the Sunland Group:
 - (i) issuing shares;
 - (ii) granting an option over its shares; or
 - (iii) agreeing to make such an issue or grant such an option;
- (f) **(securities or other instruments)** Sunland or another member of the Sunland Group issuing or agreeing to issue securities or other instruments convertible into shares or debt securities;
- (g) **(constitution)** any member of the Sunland Group adopting a new constitution or modifying or repealing its constitution or a provision of it;
- (h) **(disposals)** any member of the Sunland Group disposing, or agreeing to dispose of the whole or a substantial part of its business or property;
- (i) **(acquisitions, disposals or tenders)** Sunland or another member of the Sunland Group:
 - (i) acquiring or disposing of;
 - (ii) agreeing to acquire or dispose of; or
 - (iii) offering, proposing, announcing a bid or tenders for,
any business, assets, entity or undertaking the value of which exceeds \$100,000 other than in the usual and ordinary course of trading;
- (j) **(Encumbrances)** any member of the Sunland Group creating, or agreeing to create, any Encumbrance over or declaring itself the trustee of the whole or a substantial part of its business or property;
- (k) **(director arrangements)** Sunland or another member of the Sunland Group:
 - (i) increasing the remuneration of, or otherwise varying the arrangements with, any of its directors;

- (ii) accelerating the rights of any of its directors to compensation or benefits of any kind (including under any Sunland Group executive or employee share plans); or
- (iii) paying any of its directors a termination or retention payment (otherwise than in accordance with an existing contract or arrangement in place at the date of this agreement);
- (l) **(commitments and settlements)** Sunland or another member of the Sunland Group:
 - (i) entering into any contract or commitment involving revenue or expenditure of more than \$100,000 over the term of the contract or commitment;
 - (ii) (without limiting the above) entering into any contract or commitment relating to the same matter or project involving revenue or expenditure which exceeds \$100,000 in aggregate over the term of the contracts or commitments;
 - (iii) terminating or amending in a material manner any contract material to the conduct of Sunland's business or which involves revenue or expenditure of more than \$100,000 over the term of the contract;
 - (iv) waiving any material third party default; or
 - (v) accepting as a settlement or compromise of a material matter (relating to an amount in excess of \$250,000) less than the full compensation due to Sunland or another member of the Sunland Group;
- (m) **(Insolvency)** Sunland or any of its Related Bodies Corporate becomes Insolvent; or
- (n) **(authorise)** any member of the Sunland Group authorises or agrees to do, or makes any representation or warranty regarding doing, authorising or agreeing to do, any of the matters in items (a) to (m),

provided that a Prescribed Occurrence listed in items (a) to (n) will not occur:

- (o) if it arises in the ordinary course of Sunland's business, including in relation to Sunland progressing the implementation of the Strategy;
- (p) in relation to any matter contemplated, permitted or required to be done pursuant to this agreement or the Transaction;
- (q) where the event was Disclosed to Sun Holdings;
- (r) where Sun Holdings approved the proposed event in writing; or
- (s) if it is within the actual knowledge of Sun Holdings as at the date of this agreement.

Public Announcement has the meaning given by clause 12.1.

Record Date means 5.00pm on the 7th Business Day following the Effective Date or such other time and date as the parties agree in writing.

Redundancy Payments has the meaning given to that term in clause 7.7(a).

Registry means Link Market Services Limited (ACN 083 214 537) or such other person that provides share registry services to Sunland from time to time.

Regulator's Draft means the draft of the Scheme Booklet provided to ASIC for approval under section 411(2) of the Corporations Act.

Regulatory Authority includes:

- (a) ASIC and the Takeovers Panel;
- (b) a government or governmental, semi-governmental or judicial entity or authority, including the ATO;
- (c) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (d) any regulatory organisation established under statute.

Related Body Corporate has the meaning given in the Corporations Act.

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

Representative means, in relation to a party:

- (a) a Related Body Corporate;
- (b) a director, officer or employee of the party or any of the party's Related Bodies Corporate; or
- (c) an adviser to the party or any of the party's Related Bodies Corporate, where an "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.

Requisite Majorities means:

- (a) a majority in number (that is, more than 50%) of Sunland Shareholders present and voting at the Scheme Meeting (either in person or virtually, or by proxy, by attorney or corporate representative); and
- (b) holders of at least 75% of the total number of votes cast on the Scheme resolution by Sunland Shareholders present and voting at the Scheme Meeting (either in person or virtually, or by proxy, by attorney or corporate representative).

Run Off Cover has the meaning given to that term in clause 7.4(b).

Scheme means the scheme of arrangement under part 5.1 of the Corporations Act under which all Scheme Shares held by the Scheme Participants will be transferred to Sun Holdings substantially in the form of Annexure B together with any amendment or modification made under section 411(6) of the Corporations Act and agreed to in writing by the parties.

Scheme Booklet means the information booklet to be approved by the Court and despatched to Sunland Shareholders which includes the Scheme, Explanatory Statement, Deed Poll, Independent Expert's Report, notice of the Scheme Meeting and proxy form.

Scheme Consideration means for each Scheme Share the cash amount of \$0.0675, less the amount of the Permitted Dividend.

Scheme Meeting means the meeting to be convened by the Court at which Sunland Shareholders will vote on the Scheme.

Scheme Participant means each person who is a Sunland Shareholder at the Record Date.

Scheme Share means a Sunland Share held by a Scheme Participant at the Record Date.

Second Court Date means the first day on which the Court hears an application for an order to be made pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the application is adjourned or subject to appeal for any reason, means the day on which the adjourned application or appeal is heard.

SEIF means the Sunland Employee Investment Fund.

SERF means the Sunland Employee Retirement Fund.

Share Register means the register of holders of Sunland Shares maintained by or on behalf of Sunland.

Specified Event means an event, occurrence or matter that occurs after the date of this agreement.

Strategy means Sunland's strategy to return at least net tangible asset value of \$2.56 per Sunland Share to Sunland Shareholders, as announced to the ASX on 20 October 2020 and further updated on 30 September 2022 and 22 June 2023.

Subsidiary of an entity means another entity which:

- (a) is a subsidiary of the first entity within the meaning of the Corporations Act; and
- (b) is part of a consolidated entity constituted by the first entity and the entities it is required to include in the consolidated financial statements it prepares, or would be if the first entity was required to prepare consolidated financial statements.

A trust may be a subsidiary (and an entity may be a subsidiary of a trust) if it would have been a subsidiary under this definition if that trust were a body corporate. For these purposes, a unit or other beneficial interest in a trust is to be regarded as a share.

Sun Holdings Counterproposal has the meaning given in clause 9.9(a).

Sun Holdings Indemnified Parties means Sun Holdings and its Representatives.

Sun Holdings Information means the information regarding Sun Holdings provided by or on behalf of Sun Holdings to Sunland for inclusion in the Scheme Booklet, being information regarding Sun Holdings required to be included in the Scheme Booklet under the Corporations Act, Corporations Regulations, ASIC Regulatory Guide 60 and Takeovers Panel policy and guidance notes. Sun Holdings Information does not include information about Sunland, except to the extent it relates to any statement of intention relating to Sunland following the Effective Date.

Sun Holdings Representations and Warranties means Sun Holdings' representations and warranties set out in clause 10.5.

Sunland Board means the board of directors of Sunland.

Sunland Constitution means the constitution of Sunland.

Sunland Directors means the directors of Sunland.

Sunland Disclosure Material means the written information and documents disclosed by or on behalf of Sunland to Sun Holdings or any of its Representatives:

- (a) in the Data Room; and/or
- (b) via email,

as at 5:00pm on 22 October 2024, the index of which is to be initialled by the parties (or their respective lawyers) for the purpose of identification before execution of this agreement.

Sunland Group means Sunland and its Subsidiaries.

Sunland Indemnified Parties means Sunland and its Representatives.

Sunland Information means all information contained in the Scheme Booklet other than the Sun Holdings Information and the Independent Expert's Report.

Sunland Representations and Warranties means the representations and warranties of Sunland set out in clauses 9.1 and 10.1.

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

Sunland Shareholder means each person registered in the Share Register as a holder of Sunland Shares.

Superior Proposal means a written bona fide Competing Transaction which the Sunland Board, acting in good faith, and after taking written advice from their legal and/or financial advisers (as contemplated under clause 9.5), determine:

- (a) is reasonably capable of being completed, taking into account all aspects of the Competing Transaction and the person making it, within a reasonable timeframe and substantially in accordance with its terms; and
- (b) would, if so completed, result in a more favourable outcome for Sunland Shareholders as a whole than would result from implementation of the Transaction, taking into account all the terms and conditions of the Competing Transaction.

Takeovers Panel means the panel established under section 171 of the *Australian Securities and Investments Commission Act 1989* (Cth) and continued in existence by section 261 of the *Australian Securities and Investments Commission Act 2001* (Cth).

Tax Act means the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth), or both, as the context requires.

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) paid, payable or assessed as being payable by any authority together with any fines, penalties and interest in connection with them.

The Trustee means SEIF Pty Limited ACN 149 674 171 as trustee for SEIF and separately SERF.

Timetable means the indicative timetable for the Transaction set out in Schedule 1 subject to any amendments agreed by the parties in writing.

Transaction means the acquisition of all of the Sunland Shares by Sun Holdings through implementation of the Scheme, in accordance with this agreement or as otherwise agreed between the parties in writing.

Transaction Costs means all costs associated with the Transaction and its implementation incurred by either party, including advisers expenses, legal expenses, counsel fees, fees of the Independent Expert and all other related costs incurred by a party, acting reasonably, arising from and in connection with the implementation of the Scheme.

1.2 General interpretation

Unless the contrary intention appears, in this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (c) a reference to a document also includes any variation, replacement or novation of it;
- (d) a reference to a party, clause, annexure or schedule is a reference to a party to, clause in or annexure or schedule to this agreement;
- (e) headings (including those in brackets at the beginning of paragraphs) and labels used for defined terms are for convenience only and do not affect the interpretation of this agreement;
- (f) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (g) a reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (h) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) a reference to a time of day is a reference to Sydney time;
- (j) if an act under this agreement to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;
- (k) if a day on which a party must do something under this agreement is not a Business Day, the party must do it on the next Business Day;
- (l) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (m) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (n) a reference to "law" includes common law, principles of equity and legislation (including regulations);
- (o) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (p) a reference to "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (q) a reference to a group of persons is a reference to any two or more of them jointly and to each of them individually; and

(r) a reference to any thing (including an amount) is a reference to the whole and each part of it.

2 Agreement to propose and implement Scheme

2.1 Sunland to propose Scheme

Sunland agrees to propose the Scheme on and subject to the terms and conditions of this agreement.

2.2 Agreement to implement Scheme

The parties agree to implement the Scheme on the terms and conditions of this agreement.

3 Conditions Precedent

3.1 Conditions Precedent to the Scheme

Subject to this clause 3, the Scheme will not become Effective, and the obligations of Sun Holdings under clause 4.2 are not binding, until each of the following Conditions Precedent are satisfied or waived to the extent and in the manner set out in this clause.

Conditions Precedent		Party entitled to benefit	Party responsible
(a)	(Regulatory approvals) before 8.00am on the Second Court Date, ASIC issues or provides any consents or approvals, or has done any other acts, which are reasonably necessary or desirable to implement the Scheme, and those consents, approvals or other acts have not been withdrawn or revoked at that time.	Both	Both
(b)	(Shareholder approval) Sunland Shareholders approve the Scheme by the Requisite Majorities in accordance with the Corporations Act.	Cannot be waived	Sunland
(c)	(Court approval) the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act	Cannot be waived	Sunland
(d)	(Regulatory intervention) no Court or Regulatory Authority has issued or taken steps to issue an order, temporary restraining order, preliminary or permanent injunction, decree or ruling or taken any action enjoining, restraining or otherwise imposing a legal restraint or prohibition	Both	Both

Conditions Precedent		Party entitled to benefit	Party responsible
	preventing the Scheme and no such order, decree, ruling, other action or refusal is in effect as at 8.00am on the Second Court Date.		
(e)	(No Prescribed Occurrence) no Prescribed Occurrence occurs between the date of this agreement and 8.00am on the Second Court Date.	Sun Holdings	Sunland
(f)	(No Material Adverse Change) no Material Adverse Change occurs between the date of this agreement and 8:00am on the Second Court Date.	Sun Holdings	Sunland
(g)	(No breach of Sunland Representations and Warranties) each of the Sunland Representations and Warranties is true and correct in all material respects as at the time it is given under clause 9.1 or 10.1 (as applicable).	Sun Holdings	Sunland
(h)	(No breach of Sun Holdings Representations and Warranties) each of the Sun Holdings Representations and Warranties is true and correct in all material respects as at the time it is given under clause 10.5.	Sunland	Sun Holdings
(i)	(Independent Expert) the Independent Expert issues the Independent Expert's Report which concludes that the Scheme is in the best interests of Sunland Shareholders before the date on which the Scheme Booklet is lodged with ASIC and the Independent Expert does not change its opinion, withdraw or qualify its conclusion in any written update to its Independent Expert's Report or otherwise withdraw the report before 8:00am on the Second Court Date.	Sunland	Sunland

3.2 Reasonable endeavours

Each of Sunland and Sun Holdings agree to use reasonable endeavours to procure that:

- (a) each of the Conditions Precedent for which it is a party responsible (as noted in clause 3.1):
 - (i) is satisfied as soon as reasonably practicable after the date of this agreement; and
 - (ii) continues to be satisfied at all times until the last time it is to be satisfied (as the case may require); and
- (b) there is no occurrence that would prevent the Condition Precedent for which it is a party responsible being satisfied.

3.3 Regulatory matters

- (a) Without limiting clause 3.2, for the purposes of the Condition Precedent in clause 3.1(a) each party:
 - (i) **(applying for ASIC consents and approvals)** must promptly apply for all relevant ASIC consents and approvals, and provide each other with a copy of those applications (provided that any commercially sensitive information may be redacted from the copy provided);
 - (ii) **(ASIC consents and approvals process)** must take all steps it is responsible for to obtain ASIC consents and approvals process, including responding to requests for information at the earliest practicable time;
 - (iii) **(representation)** has the right to be represented and make submissions at any meeting with ASIC in relation to an ASIC consent or approval; and
 - (iv) **(consultation)** must consult with the other party in advance in relation to all communications (whether written or oral, and whether direct or via a Representative) with ASIC relating to any ASIC consents and approvals and:
 - (A) provide the other party with drafts of any material written communications to be sent to ASIC and make any amendments as the other party reasonably requires; and
 - (B) provide copies of any material written communications sent to or received from ASIC to the other party promptly upon despatch or receipt (as the case may be),
 in each case to the extent it is reasonable to do so.
- (b) For the avoidance of doubt, neither party is required to disclose commercially sensitive information in relation to the application for an ASIC consent or approval to the other party and the party applying for an ASIC consent or approval may withhold or redact information or documents from the other party if and to the extent that they are either confidential to a third party or commercially sensitive and confidential to the applicant.

3.4 Waiver of Conditions Precedent

- (a) A Condition Precedent:
 - (i) may only be waived in writing by the party or parties entitled to the benefit of that Condition Precedent as noted in clause 3.1;
 - (ii) may only be waived in writing by both parties together where that Condition Precedent is expressed to apply for the benefit of both parties;
 - (iii) will be effective only to the extent specifically set out in that waiver; and
 - (iv) may only be waived before 8.00am on the date of the Second Court Date.
- (b) A party entitled to waive the breach or non-fulfilment of a Condition Precedent under this clause 3.4 may do so in its absolute discretion.
- (c) If either Sunland or Sun Holdings waives the breach or non-fulfilment of a Condition Precedent in accordance with this clause 3.4, then:
 - (i) subject to clause 3.4(c)(ii), that waiver precludes that party from suing the other for any breach of this agreement arising as a result of the breach or non-fulfilment of that Condition Precedent or arising from the same event which gave rise to the breach or non-fulfilment of that Condition Precedent; but
 - (ii) if the waiver of the Condition Precedent is itself conditional and the other party:
 - (A) accepts the condition, the terms of that condition apply notwithstanding any inconsistency with clause 3.4(c)(i); or
 - (B) does not accept the condition, the Condition Precedent has not been waived.
- (d) A waiver of a breach or non-fulfilment in respect of a Condition Precedent does not constitute:
 - (i) a waiver of a breach or non-fulfilment of any other Condition Precedent arising from the same event; or
 - (ii) a waiver of a breach or non-fulfilment of that Condition Precedent resulting from any other event.

3.5 Notices in relation to Conditions Precedent

Each party must:

- (a) **(notice of satisfaction)** promptly notify the other of satisfaction of a Condition Precedent and must keep the other informed of any material development of which it becomes aware that may lead to the breach or non-fulfilment of a Condition Precedent;
- (b) **(notice of failure)** immediately give written notice to the other of a breach or non-fulfilment of a Condition Precedent, or of any event which will prevent a Condition Precedent being satisfied; and
- (c) **(notice of waiver)** upon receipt of a notice given under clause 3.5(b), give written notice to the other party as soon as possible as to whether or not it

waives the breach or non-fulfilment of any Condition Precedent resulting from the occurrence of that event, specifying the Condition Precedent in question.

3.6 Deferral of Second Court Date

- (a) If a Condition Precedent (other than the Condition Precedent in clause 3.1(c)) is not satisfied by the time and date specified for that Condition Precedent (and has not been waived in accordance with this agreement), then unless there is no reasonable prospect that the Condition Precedent will be satisfied such that the Scheme may become Effective before the End Date, Sunland must make an application to defer the Second Court Date until such time (being no later than the Business Day before the End Date) as reasonably required to enable the relevant Condition Precedent to be satisfied.
- (b) Each party agrees that where the Condition Precedent that has not been satisfied or waived is within that party's control, then that party:
 - (i) will provide all reasonable assistance to the other party in respect of the proposed application to defer the Second Court Date; and
 - (ii) will indemnify the other party in respect of all costs and expenses incurred by the other party associated with the application to defer the Second Court Date.
- (c) The Condition Precedent in clause 3.1(b) will not be prevented from being satisfied only because of a failure to obtain the majority required by section 411(4)(a)(ii)(A) of the Corporations Act.
- (d) If the majority required by section 411(4)(a)(ii)(A) is not obtained, then either party may by written notice to the other within three Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that section, provided the requesting party has in good faith, based on advice from senior counsel, formed the view that there are reasonable prospects of the Court exercising its discretion in that way.

3.7 Consultation on failure of Condition Precedent

If:

- (a) there is a breach or non-fulfilment of a Condition Precedent which is not waived in accordance with this agreement by the time or date specified in this agreement for the satisfaction of the Condition Precedent;
 - (b) there is an act, failure to act or occurrence which will prevent a Condition Precedent being satisfied by the time or date specified in this agreement for the satisfaction of the Condition Precedent (and that Condition Precedent is not waived in accordance with this agreement); or
 - (c) the Scheme has not become Effective by the End Date,
- and the relevant occurrence or the failure of the Condition Precedent does not arise out of a breach of clause 3.2, then the parties must consult in good faith with a view to determine whether:
- (d) the Transaction may proceed by way of alternative means or methods and, if so, agree on the terms of such alternative means or methods;

- (e) to extend the relevant time for satisfaction of the Condition Precedent or to adjourn or change the date of an application to the Court to another date agreed by the parties (being a date not later than five Business Days before the End Date); or
- (f) to extend the End Date.

3.8 Failure to agree

- (a) If the parties are unable to reach agreement under clause 3.7 within five Business Days (or any shorter period ending at 5.00pm on the day before the Second Court Date):
 - (i) subject to clauses 3.8(a)(ii) and 3.8(b), either party may terminate this agreement (and that termination will be in accordance with clause 11.1(g)(i)); or
 - (ii) if the relevant Condition Precedent may be waived and exists for the benefit of one party only, that party only may waive that Condition Precedent or terminate this agreement (and that termination will be in accordance with clause 11.1(g)(ii)),

in each case before 8.00am on the Second Court Date.
- (b) A party will not be entitled to terminate this agreement under this clause if the relevant Condition Precedent has not been satisfied, or there is an occurrence that will prevent the Condition Precedent being satisfied by the date specified in this agreement for its satisfaction, as a result of:
 - (i) a breach of this agreement by that party; or
 - (ii) a deliberate act or omission of that party or any of its Representatives.

4 Outline of Scheme

4.1 Scheme

- (a) Sunland must propose a scheme of arrangement under which:
 - (i) all of the Sunland Shares held by Scheme Participants at the Record Date will be transferred to Sun Holdings; and
 - (ii) subject to and in accordance with this agreement and the Scheme, each Scheme Participant will be entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Participant.
- (b) Sun Holdings agrees to take all necessary steps to assist Sunland to propose and implement the Scheme in accordance with Part 5.1 of the Corporations Act and subject to the terms of this agreement, and must do so substantially in accordance with the Timetable.

4.2 Scheme Consideration

Subject to the Scheme, Sun Holdings covenants in favour of Sunland (in its own right and on behalf of the Scheme Participants) that, in consideration of the transfer to Sun Holdings of each Scheme Share held by a Scheme Participant under the terms of the Scheme, on the Implementation Date, Sun Holdings will pay the Scheme Consideration to each Scheme Participant, subject to the terms of the Deed Poll and Scheme.

4.3 No amendment to the Scheme without consent

Sunland must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of Sun Holdings (not to be unreasonably withheld or delayed).

4.4 Sunland dividends

- (a) The parties acknowledge that:
 - (i) conditional upon the Scheme becoming Effective, Sunland may declare and pay a dividend of up to 6.5 cents per Sunland Share (**Permitted Dividend**). Nothing in this clause 4.4(a)(i) obliges Sunland to declare a dividend up to this amount and the parties acknowledge and agree that the 6.5 cents per Sunland Share is an indicative only figure and not reflective of the actual quantum of the Permitted Dividend, which could be a lower amount (as at the Sunland Directors' absolute discretion);
 - (ii) Sunland Shareholders as at the Permitted Dividend Record Date will be eligible to receive the Permitted Dividend;
 - (iii) the Permitted Dividend Record Date is the date that is the Business Day that is 5 days before the Record Date; and
 - (iv) the payment date for the Permitted Dividend will be determined by Sunland (in its absolute discretion), but must be at least one Business Day before the Implementation Date.
- (b) The parties acknowledge the Permitted Dividend (if any):
 - (i) may be franked; and
 - (ii) is to be paid from accumulated profits, retained earnings or distributable reserves (or a combination of all or some of them) of Sunland immediately prior to the declaration of that dividend.
- (c) The provisions of this clause 4.4 do not prevent the determination to pay, or declaration or payment of a dividend by Sunland if this agreement is terminated.

5 Implementation

5.1 General obligations

- (a) Sunland and Sun Holdings must each:
 - (i) use all reasonable endeavours and commit necessary resources (including management and corporate relations resources and the resources of external advisers); and
 - (ii) procure that its officers and advisers work in good faith and in a timely and co-operative fashion with the other party (including by attending meetings and by providing information),

to

 - (iii) agree the Timetable as soon as practicable after the date of this agreement, with a view to implementing the Transaction expeditiously; and

- (iv) produce the Scheme Booklet and implement the Scheme as soon as reasonably practicable and in accordance with the Timetable.
- (b) If a party is unable to meet a specific timeframe or deadline in the Timetable due to circumstances or matters beyond its control (including delays caused by a Regulatory Authority), such failure will not constitute a breach of clause 5.1(a). In such circumstances, the affected party must promptly notify the other party, and both parties will consult in good faith to agree on an appropriate extension to the relevant timeframe or deadline in the Timetable.
- (c) Each party must keep the other reasonably informed about their progress against the Timetable and notify the other if it believes that any of the specific timeframes or deadlines in the Timetable are not achievable.

5.2 Sunland's obligations

Sunland must take all reasonable steps to implement the Scheme on a basis consistent with this agreement and as soon as reasonably practicable, and in particular must:

- (a) **(announce directors' recommendation)** following execution of this agreement, announce, in the form contained in Annexure A (on the basis of statements made to Sunland by the Sunland Directors) that each Sunland Director:
 - (i) intends to recommend that the Scheme is in the best interests of Sunland Shareholders and that Sunland Shareholders vote in favour of the Scheme; and
 - (ii) intends to vote, or cause to be voted, all Sunland Shares in which they have a Relevant Interest (if any) in favour of the Scheme,
 subject to:
 - (iii) the Independent Expert concluding, and continuing to conclude, that the Scheme is in the best interests of the Sunland Shareholders; and
 - (iv) there being no Superior Proposal;
 and for the avoidance of doubt, the Sunland Directors' recommendation must not prefer or recommend any element of the Transaction over another.
- (b) **(Independent Expert)** promptly:
 - (i) appoint the Independent Expert and provide any assistance and information reasonably requested by the Independent Expert to enable the Independent Expert to prepare the Independent Expert's Report for the Scheme Booklet as soon as practicable (and any update to any such report);
 - (ii) provide Sun Holdings with a copy of the final draft Independent Expert's Report (and any final subsequent update to any such report) as contemplated by clause 5.2(d)(i);
- (c) **(preparation of Scheme Booklet)** subject to clause 5.2(d), as soon as practicable after the date of this agreement, prepare the Scheme Booklet:
 - (i) in accordance with all applicable laws, including the Corporations Act, Corporations Regulations, ASIC Regulatory Guide 60 and ASIC Regulatory Guide 110;
 - (ii) which includes a statement by the Sunland Directors:

- (A) unanimously recommending that Sunland Shareholders vote in favour of the Scheme subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of the Sunland Shareholders and there being no Superior Proposal; and
 - (B) that each Sunland Director who holds Sunland Shares intends to vote, or cause to be voted, all Sunland Shares in which he has a Relevant Interest (if any) in favour of the Scheme subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of the relevant Sunland Shareholders and there being no Superior Proposal;
- (d) **(Scheme Booklet consultation with Sun Holdings)** consult with Sun Holdings as to the content and presentation of the Scheme Booklet, which includes:
- (i) allowing Sun Holdings a reasonable opportunity to review and make comments on successive drafts of the Scheme Booklet including, for the avoidance of doubt, draft reports received from the Independent Expert (accepting that any review of the Independent Expert's Report is limited to review for factual accuracy of those parts that include information relating to Sun Holdings);
 - (ii) taking any reasonable comments made by Sun Holdings into account in good faith when producing a revised draft of the Scheme Booklet;
 - (iii) providing to Sun Holdings a revised draft of the Scheme Booklet within a reasonable time before the draft of the Scheme Booklet which is provided to ASIC for approval under section 411(2) of the Corporations Act is finalised; and
 - (iv) obtaining Sun Holdings' consent, which cannot be unreasonably withheld or delayed, to the inclusion of the Sun Holdings Information (including in respect of the form and context in which the Sun Holdings Information appears in the Scheme Booklet);
- (e) **(Lodgement of Regulator's Draft)**
- (i) no later than 14 days before the First Court Date, provide the Regulator's Draft to ASIC for its review for the purposes of section 411(2) of the Corporations Act, and provide a copy of the Regulator's Draft to Sun Holdings immediately following; and
 - (ii) keep Sun Holdings reasonably informed of any material issues raised by ASIC in relation to the Regulator's Draft and, where practical to do so, consult with Sun Holdings in good faith prior to taking any steps or actions to address those material issues (provided that, where those issues relate to Sun Holdings Information, Sunland must not take any steps to address them without Sun Holdings' prior written consent, not to be unreasonably withheld or delayed);
- (f) **(section 411(17)(b) statement)** apply to ASIC for the production of a statement under section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (g) **(Court document consultation with Sun Holdings)** consult with Sun Holdings as to the content of documents required for the purposes of the Court hearings

- held for the purposes of sections 411(1) and 411(4)(b) of the Corporations Act in relation to the Scheme (including originating processes, affidavits, submissions and draft minutes of Court orders), and consider in good faith any comments on, or suggested amendments to, those documents from Sun Holdings prior to filing those documents with the Court;
- (h) **(Court application)** apply to the Court for an order under section 411(1) of the Corporations Act directing Sunland to convene the Scheme Meeting;
- (i) **(register Scheme Booklet)** if the Court directs Sunland to convene the Scheme Meeting, request ASIC register the Explanatory Statement forming part of the Scheme Booklet in accordance with section 412(6) of the Corporations Act;
- (j) **(send Scheme Booklet)** send the Scheme Booklet to Sunland Shareholders as soon as practicable after the Court orders Sunland to convene the Scheme Meeting;
- (k) **(supplementary disclosure)** if, after despatch of the Scheme Booklet, Sunland becomes aware:
- (i) that information included in the Scheme Booklet is or has become misleading or deceptive in any material respect (whether by omission or otherwise); or
- (ii) of information that is required to be disclosed to Sunland Shareholders under any applicable law but was not included in the Scheme Booklet,
- promptly consult with Sun Holdings in good faith as to the need for, and the form of, any supplementary disclosure to Sunland Shareholders, and make any disclosure that Sunland considers reasonably necessary in the circumstances, having regard to applicable laws and to ensure that there would be no breach of clause 10.1(g) if it applied as at the date that information arose;
- (l) **(Scheme Meeting)** convene the Scheme Meeting to agree to the Scheme in accordance with any orders made by the Court under section 411(1) of the Corporations Act;
- (m) **(Share Register changes)** inform Sun Holdings within two Business Days of becoming aware of changes involving a Sunland Shareholder increasing its holding of Sunland Shares by 1% or more from the date of this agreement (calculated as a proportion of the total number of Sunland Shares on issue);
- (n) **(proxy reports)** keep Sun Holdings regularly informed on the status of proxy forms received by the Registry for the Scheme Meeting, including:
- (i) on the day that is five Business Days before the Scheme Meeting;
- (ii) on each Business Day following the day that is five Business Days before the Scheme Meeting, up to the deadline for the receipt of proxy forms; and
- (iii) immediately following the deadline for the receipt of proxy forms;
- (o) **(lodge copy of Court order)** lodge with ASIC an office copy of the Court order approving the Scheme as approved by the Sunland Shareholders at the Scheme Meeting in accordance with section 411(10) of the Corporations Act on the day after that office copy is received (or any later date agreed in writing by Sun Holdings);

- (p) **(proxy solicitation)** if requested by Sun Holdings and at Sun Holdings' expense retain a proxy solicitation services firm to assist Sunland with the solicitation of votes at the Scheme Meeting and provide Sun Holdings with copies of or access to information regarding the Scheme Meeting generated by that firm, including promptly advising Sun Holdings, at such times as Sun Holdings may reasonably request and at least on a daily basis on each of the last five Business Days prior to the date of the Scheme Meeting, as to the aggregate tally of the votes received by Sunland in respect of the Scheme;
- (q) **(Court approval)** subject to all Conditions Precedent, other than paragraph (c) in clause 3.1, being satisfied or waived in accordance with this agreement, apply to the Court for an order approving the Scheme in accordance with sections 411(4)(b) and 411(6) of the Corporations Act;
- (r) **(Conditions Precedent certificate)** at the hearing on the Second Court Date, provide to the Court (through its counsel):
- (i) a certificate signed by one of its directors and made in accordance with a resolution of the Sunland Board confirming (in respect of matters within Sunland's knowledge) whether or not the Conditions Precedent for which it is responsible, as noted in clause 3.1 (other than paragraph (c)), have been satisfied or waived in accordance with clause 3, a draft of which must be provided to Sun Holdings by 5.00pm on the Business Day prior to the Second Court Date; and
 - (ii) any certificate provided to it by Sun Holdings under clause 5.3(k);
- (s) **(Share Register)** close the Share Register as at the Record Date to determine the identity of Scheme Participants and their entitlements to Scheme Consideration;
- (t) **(instruments of transfer)** subject to Sun Holdings satisfying its obligations under clause 4.2, on the Implementation Date:
- (i) execute proper instruments of transfer and effect the transfer of Sunland Shares to Sun Holdings in accordance with the Scheme; and
 - (ii) register all transfers of Sunland Shares held by Scheme Participants to Sun Holdings; and
- (u) **(Suspension of transfers)** suspend transfers of Sunland Shares with effect from 12pm on the Effective Date;
- (v) **(representation)**
- (i) procure that it is represented by counsel at the Court hearings convened for the purposes of section 411(4)(b) of the Corporations Act;
 - (ii) allow, and not oppose, any application by Sun Holdings for leave of the Court to be represented, or the separate representation of Sun Holdings by counsel, at any Court hearings in relation to the Scheme, provided that in making any application for representation or in appearing before the Court, Sun Holdings acts in accordance with this agreement and does not oppose any application by Sunland in exercise of its rights under this agreement;
 - (iii) through its counsel, Sunland must undertake (if requested by the Court) to do all things and take all steps within its power reasonably required to

obtain Court approval and confirmation of the Scheme as contemplated by this agreement; and

- (w) **(director and officer changes)** if the Scheme becomes Effective, comply with its obligations under clause 7.3; and
- (x) **(other steps)** do all other things reasonably necessary to give effect to the Scheme and the orders of the Court approving the Scheme.

5.3 Sun Holdings' obligations

Sun Holdings must take all reasonable steps to assist Sunland to implement the Scheme on a basis consistent with this agreement and as soon as reasonably practicable, and in particular must:

- (a) **(Sun Holdings Information)**
 - (i) prepare and promptly provide to Sunland for inclusion in the Scheme Booklet the Sun Holdings Information (in accordance with all applicable laws, including the Corporations Act, Corporations Regulations, ASIC Regulatory Guide 60 and Takeovers Panel policy and guidance notes) and consent to the inclusion of that information in the Scheme Booklet; and
 - (ii) provide Sunland with drafts of the Sun Holdings Information in a timely manner and consider in good faith any reasonable comments provided by or on behalf of Sunland, and accepting any rejection by Sunland to include Sun Holdings Information to the extent Sunland, acting reasonably, considers the Sun Holdings Information to be inaccurate or misleading;
- (b) **(affidavit)** undertake appropriate verification processes in relation to the Sun Holdings Information and, after those processes have been completed, provide on or before the First Court Date an affidavit to the Court confirming the due diligence and verification processes undertaken and their completion;
- (c) **(consent)** promptly after Sunland requests that it does so, confirm in writing to Sunland that it consents in writing to the inclusion of the Sun Holdings Information in the Scheme Booklet (or any supplementary disclosure to Sunland Shareholders in respect of the Scheme), such consent is to not be unreasonably withheld;
- (d) **(assistance)** provide any assistance or information reasonably requested by Sunland in connection with the preparation of the Scheme Booklet (including any supplementary disclosure to Sunland Shareholders) including promptly reviewing and providing comments on drafts of the Scheme Booklet given to Sun Holdings by Sunland;
- (e) **(further Sun Holdings Information)** if it becomes aware that any information in the Scheme Booklet is or has become misleading or deceptive in any material respect (whether by omission or otherwise) or otherwise does not comply with all applicable laws, relevant ASIC regulatory guides or Takeovers Panel policy and guidance notes, including due to any further or new Sun Holdings Information that arises after the Scheme Booklet has been sent to Sunland Shareholders, Sun Holdings must:
 - (i) promptly advise Sunland;

- (ii) consult with Sunland in good faith as to the form and content of any supplementary disclosure to Sunland Shareholders; and
- (iii) if the information is Sun Holdings Information:
 - (A) as expeditiously as possible, prepare such updates to the Sun Holdings Information for inclusion in supplementary disclosure by Sunland to Sunland Shareholders as is reasonably required to ensure that the Sun Holdings Information contained in the Scheme Booklet is not, having regard to applicable disclosure requirements, false, misleading or deceptive in any material respect (including because of any material omission) and to ensure that there would be no breach of clause 10.5(h) if it applied as at the date on which such further or new Sun Holdings Information arose; and
 - (B) provide Sunland with drafts of the updates to the Sun Holdings Information in a timely manner, and consider in good faith any reasonable comments provided by or on behalf of Sunland;
- (f) **(Independent Expert information)** provide any assistance or information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report;
- (g) **(liaison with ASIC)** promptly provide assistance reasonably requested by Sunland in resolving any matter raised by ASIC regarding the Scheme, Scheme Booklet, or any supplementary disclosure by Sunland to Sunland Shareholders in connection with the Scheme;
- (h) **(Court document consultation with Sunland)** promptly:
 - (i) review and provide comments on the drafts of the documents necessary to the Court proceedings relating to the Scheme given to Sun Holdings by Sunland;
 - (ii) provide Sunland with such evidence as is reasonably recommended by Sunland's counsel to be provided by Sun Holdings in connection with the Court proceedings; and
 - (iii) provide successive drafts of each affidavit or other document to be provided by Sun Holdings (or its Representatives) necessary for the Court proceedings in relation to the Scheme to Sunland for the purpose of enabling Sunland to review and comment on those drafts;
- (i) **(representation)** give all undertakings reasonably required to obtain Court approval and confirmation of the Scheme as contemplated by this agreement;
- (j) **(Deed Poll)** prior to the Scheme Booklet being sent, sign and deliver the Deed Poll;
- (k) **(Conditions Precedent certificate)** before 8.00am on the Second Court Date, provide to Sunland for provision to the Court at the hearing on that date a certificate signed by one of its directors and made in accordance with a resolution of its board confirming (in respect of matters within Sun Holdings' knowledge) whether or not the Conditions Precedent for which Sun Holdings is responsible, as noted in clause 3.1 (other than paragraph (c)), have been satisfied or waived in accordance with clause 3, a draft of which must be

provided to Sunland by 5.00pm on the Business Day prior to the Second Court Date;

- (l) **(transfer)** if the Scheme becomes Effective, execute and deliver instruments of transfer in respect of the Scheme Shares and accept a transfer of the Sunland Shares as contemplated by clause 4.2;
- (m) **(Scheme Consideration)** if the Scheme becomes Effective, pay the Scheme Consideration under the Scheme to the Scheme Participants;
- (n) **(director and officer changes)** if the Scheme becomes Effective, comply with its obligations under clause 7.3 and 7.4; and
- (o) **(other steps)** do all other things reasonably necessary to give effect to the Scheme and the orders of the Court approving the Scheme.

5.4 Scheme Booklet responsibility statement

The responsibility statement to appear in the Scheme Booklet, in a form to be agreed by the parties acting reasonably, will contain words to the effect of:

- (a) Sunland has prepared, and is responsible for, the content of the Scheme Booklet other than, to the maximum extent permitted by law, the Sun Holdings Information, the Independent Expert's Report or any other report or letter issued to Sunland by a third party and that Sun Holdings and its directors and officers do not assume any responsibility for the accuracy or completeness of the sections of the Scheme Booklet that Sunland has prepared and has responsibility for; and
- (b) Sun Holdings has prepared, and is responsible for, the Sun Holdings Information in the Scheme Booklet (and no other part of the Scheme Booklet) and that Sunland and its directors and officers do not assume any responsibility for the accuracy or completeness of the sections of the Scheme Booklet that Sun Holdings has prepared and has responsibility for.

5.5 Disagreement on content of Scheme Booklet

If Sun Holdings and Sunland disagree on the form or content of the Scheme Booklet, they must consult in good faith to try to settle an agreed form of the Scheme Booklet. If complete agreement is not reached after reasonable consultation, then:

- (a) if the disagreement relates to the form or content of the Sun Holdings Information contained in the Scheme Booklet, Sunland will make any amendments as Sun Holdings, acting in good faith, reasonably requires, subject to Sun Holdings indemnifying Sunland in respect of any loss or liability which Sunland or Sunland's Directors incur as a consequence of inclusion of the Sun Holdings Information in the Scheme Booklet; and
- (b) if the disagreement relates to the form or content of any other part of the Scheme Booklet, the Sunland Directors will, acting in good faith, decide the final form or content of the disputed part of the Scheme Booklet.

5.6 Verification

Each party must undertake appropriate verification processes for the information supplied by that party in the Scheme Booklet.

5.7 Conduct of Court proceeding

Sunland and Sun Holdings are entitled to separate representation at all Court proceedings relating to the Scheme. This agreement does not give Sunland or Sun Holdings any right or power to give undertakings to the Court for or on behalf of the other party without that party's prior written consent. Sunland and Sun Holdings must give all undertakings to the Court in all Court proceedings which are reasonably required to obtain Court approval and confirmation of the Scheme, but only to the extent contemplated by this agreement.

5.8 Appeal process

If the Court refuses to make orders convening the Scheme Meeting or approving the Scheme, Sun Holdings and Sunland must appeal the Court's decision to the fullest extent possible except to the extent that:

- (a) the parties agree otherwise; or
- (b) an independent senior counsel of the New South Wales bar advises that, in their opinion, an appeal would have no reasonable prospect of success before the End Date,

in which case, either party may terminate this agreement in accordance with clause 11.1(g)(iii). The costs of any appeal under this clause 5.8 are to be borne equally between the parties.

5.9 No partnership or joint venture

Subject to this agreement, nothing in this clause 5 requires either party to act at the direction of the other. The business of each party will continue to operate independently from the other until the Implementation Date. The parties agree that nothing in this agreement constitutes the relationship of a partnership or a joint venture between the parties.

6 Sunland Director recommendation

6.1 Reasonable endeavours

- (a) Sunland must use its reasonable endeavours to procure that none of the Sunland Directors withdraws or changes their recommendation in favour of the Scheme, unless:
 - (i) there is a Superior Proposal and Sunland has complied with its obligations under clause 9.8; or
 - (ii) the Independent Expert concludes that the Scheme is not in the best interests of the Sunland Shareholders, withdraws or qualifies its conclusion in any written update to its Independent Expert's Report or otherwise adversely changes the basis of its previously given opinion that the Scheme is in the best interests of the Sunland Shareholders; or
 - (iii) the Sunland Board determines in good faith and acting reasonably, having received advice in writing from its legal advisers (who must be reputable advisers experienced in transactions of this nature), that if they maintained their recommendation, it may breach their fiduciary or statutory duties to Sunland Shareholders.

- (b) For the purposes of this agreement, if a Competing Transaction is publicly announced in respect of Sunland, the release by Sunland of one or more announcements to the effect that Sunland Shareholders should take no action while the Sunland Board considers its response will not (in and of itself) be regarded as a failure of Sunland Directors to maintain the recommendation referred to in this clause 6.1 and elsewhere in this agreement.

6.2 Withdrawal or change of recommendation

- (a) Without limiting clause 9, if a Sunland Director proposes to withdraw or change their recommendation in accordance with clause 6.1:
- (i) Sunland must notify Sun Holdings in writing immediately; and
 - (ii) the parties must consult in good faith for two Business Days after the date on which the notification in clause 6.2(a)(i) is given to consider and determine whether the recommendation in place at the time can be maintained.
- (b) Sunland must use its reasonable endeavours to procure that the recommendation is not withdrawn or changed until the end of the consultation period in clause 6.2(a)(ii).

6.3 Fiduciary exception

The obligation in clause 6.2(a)(ii) to negotiate for the full two Business Days, and the restriction in clause 6.2(b) do not apply where a Sunland Director, acting in good faith and after taking written advice from Sunland's external legal advisers experienced in transactions of this nature, determines that a failure to withdraw, change or modify the recommendation before the end of the two Business Day consultation period would be reasonably likely to constitute a breach of the fiduciary duties or statutory obligations of any member of the Sunland Board to Sunland.

7 Directors

7.1 Release of Sun Holdings Indemnified Parties

- (a) Subject to the Corporations Act, Sunland releases its rights, and agrees with Sun Holdings that it will not make a claim, against any Sun Holdings Indemnified Party (other than Sun Holdings) as at the date of this agreement and from time to time in connection with:
- (i) any breach of any representations and warranties of Sun Holdings; or
 - (ii) any disclosure containing any statement which is false or misleading whether in content or by omission,
- whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Sun Holdings Indemnified Party has not acted in good faith or has engaged in wilful misconduct or fraud. Nothing in this clause 7.1 limits Sunland's rights to terminate this agreement under clause 11.1.
- (b) Sun Holdings receives and holds the benefit of this clause 7.1 to the extent it relates to each Sun Holdings Indemnified Party on behalf of each of them.

7.2 Release for Sunland Indemnified Parties

- (a) Subject to the Corporations Act, Sun Holdings releases its rights, and agrees with Sunland that it will not make a claim, against any Sunland Indemnified Party (other than Sunland) as at the date of this agreement and from time to time in connection with:
- (i) any breach of any representations and warranties of Sunland in this agreement; or
 - (ii) any disclosure containing any statement which is false or misleading whether in content or by omission,
- whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Sunland Indemnified Party has not acted in good faith or has engaged in wilful misconduct or fraud. Nothing in this clause 7.2 limits Sun Holdings' rights to terminate this agreement under clause 11.1.
- (b) Sunland receives and holds the benefit of this clause 7.2 to the extent it relates to each Sunland Indemnified Party on behalf of each of them.

7.3 Appointment/retirement of Sunland Directors

On the Implementation Date, but subject to receipt by Sunland of signed consents to act, Sunland must:

- (a) cause the appointment of each Incoming Officer to Sunland and each member of the Sunland Group; and
- (b) procure that each of the Outgoing Officers retire from Sunland and each member of the Sunland Group, and provide written notice to the effect that they have no claim outstanding for loss of office, remuneration or otherwise against Sunland or the relevant member of the Sunland Group,

in each case, in accordance with the Sunland Constitution (or the constitution of the relevant member of the Sunland Group) and the Corporations Act.

7.4 Directors' and officers' indemnities and insurance

- (a) Subject to the Scheme becoming Effective and subject to clause 7.5, Sun Holdings undertakes and guarantees in favour of Sunland and each of its directors or officers that it will:
- (i) for a period of seven years from the Implementation Date, ensure that the Sunland Constitution and the constitution of each member of the Sunland Group continue to contain those rules as are contained in those constitutions at the date of this agreement that provide for each company to indemnify each of its directors and officers, including each of the Outgoing Officers, against any liability incurred by that person in his or her capacity as a director or officer of a Sunland Group entity and/or of The Trustee to any person; and
 - (ii) procure that Sunland and each other member of the Sunland Group complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time, and ensure directors' and officers' run off insurance cover for

those directors and officers is maintained, for a period of seven years from the Implementation Date.

- (b) Notwithstanding anything else, Sunland must, and Sun Holdings must procure Sunland to, ensure that each Outgoing Officer is at all times covered under a run-off directors' and officers' liability insurance cover:
 - (i) on terms not less favourable than the terms of Sunland's directors' and officers' insurance policy in effect as at the date of this agreement;
 - (ii) for a period of 7 years from the resignation of the Outgoing Officers contemplated by clause 7.3(b); and
 - (iii) at the cost of Sunland,

(Run Off Cover).
- (c) No later than immediately prior to the appointments and resignations contemplated by clause 7.3(b), Sunland must procure the payment of the premium for the Run Off Cover.

7.5 Period of undertaking

The undertakings and guarantees contained in clause 7.4 are given:

- (a) subject to any Corporations Act restriction or any other law of a jurisdiction in which an entity is incorporated, and will be read down accordingly; and
- (b) until the end of the relevant period specified in that clause.

7.6 Benefit of undertaking for Sunland

Sunland acknowledges that it receives and holds the benefit of clause 7.4 to the extent it relates to each director and officer of Sunland on behalf of each of them.

7.7 Sunland Employees

- (a) Sunland has disclosed to Sun Holdings that Sunland has, in line with the Strategy represented to its employees that their roles will be made redundant once their role is no longer required to carry out the Strategy, and will receive, in connection with their redundancy:
 - (i) their applicable statutory and contractual redundancy payments (as applicable to the relevant employee);
 - (ii) their accrued statutory leave entitlements payable on termination of their employment (annual leave and long service leave);
 - (iii) long term incentive/termination payments from The Trustee under Sunland's long term incentive plans (**LTIP**), comprising:
 - (A) an income distribution, to the extent there is net income to distribute; and
 - (B) a capital distribution in the form of a termination payment, such that all funds held by The Trustee for the LTIPs will be exhausted upon completion of the redundancies (**LTIP Payments**),

(Redundancy Payments).

- (b) Sun Holdings acknowledges that Sunland has disclosed in the Sunland Disclosure Materials the amount of the Redundancy Payments.
- (c) Sun Holdings will, and will procure that the Incoming Officers will, procure that:
 - (i) the Redundancy Payments are paid to the relevant employees when they become due and payable; and
 - (ii) any administrative costs incurred in connection with the Redundancy Payments will be paid by Sunland (in line with past practices).

8 Conduct of business

8.1 Overview

From the date of this agreement up to and including the Implementation Date, other than with the prior approval of Sun Holdings (which approval must not be unreasonably withheld or delayed) or as required by this agreement, Sunland must, and must cause each member of the Sunland Group to conduct its business:

- (a) in the usual and ordinary course;
- (b) in substantially the same manner as previously conducted in the 12 months prior to the date of this agreement; and
- (c) in accordance with all applicable laws in all material respects.

8.2 Specific obligations

Without limiting clause 8.1 and other than with the prior approval of Sun Holdings (which approval must not be unreasonably withheld or delayed) or as required by this agreement, Sunland must, and must cause each member of the Sunland Group, during the period contemplated by clause 8.1, use all reasonable endeavours to ensure that it:

- (a) **(business and assets)** maintains and preserves intact the condition of its business and assets (subject to market conditions of which Sun Holdings acknowledges Sunland has no control), and manages its working capital in the ordinary course consistent with past practice;
- (b) **(officers)** keeps available the services of its officers;
- (c) **(relationships)** preserves its relationships with customers, suppliers, licensors, licensees, joint venturers and others with whom it has business dealings;
- (d) **(change of control provisions)** identifies any change of control or similar provisions in any significant contracts (including all Material Contracts) and obtain the consents of relevant persons who have rights under those contracts in respect of the transactions contemplated by the Scheme;
- (e) **(authorisations)** maintain in effect all of its permits and authorisations from any Regulatory Authority which are required for it to operate its business in accordance with clause 8.1;
- (f) **(cash)** ensures there is no material decrease in the amount of cash other than as:
 - (i) used in the ordinary course of business and consistent with forecast cash utilisation, including payment of the Redundancy Payments under clause 7.7(a);

- (ii) a result of reasonable costs incurred directly in relation to the Transaction, including engagement of professional advisers (including financial, tax and legal advisers and counsel) in connection with the Transaction;
- (iii) a result of purchasing directors' and officers' run-off insurance cover (of the type, scope and length contemplated by clause 7.4); or
- (iv) in the case of Sunland, a result of paying the Permitted Dividend.

8.3 Prohibited actions

Other than with the prior approval of Sun Holdings or as required by this agreement, Sunland must not, and must ensure that each member of the Sunland Group does not, during the period referred to in clause 8.1:

- (a) **(Material Contracts)** subject to clause 8.5(f), enter into or terminate a Material Contract;
- (b) **(competition)** enter into any contract or commitment restraining it from competing with any person or conducting activities in any market;
- (c) **(related party transactions)** enter into any transaction with any related party as defined in section 228 of the Corporations Act;
- (d) **(accounting policies)** change any accounting policy applied by it to report its financial position other than any change required by a change in accounting standards;
- (e) **(tax)** settle or compromise or make any concessions in relation to any Tax claims, liabilities or disputes or make any election in relation to Tax, or otherwise engage in any transaction, act or event which gives rise to any Tax liability which is outside the ordinary course of business as it was conducted prior to the date of this agreement;
- (f) **(legal proceedings)** settle any legal proceedings, claim, investigation, arbitration or other like proceedings where the amount claimed exceeds \$250,000, either individually or in aggregate;
- (g) **(dividends)** announce, declare or pay any dividends, other than:
 - (i) the Permitted Dividend; or
 - (ii) any dividends announced, declared or paid by a Sunland Subsidiary to Sunland;
- (h) **(agree)** agree or resolve to do any of the matters set out above.

8.4 No Prescribed Occurrence

During the period commencing on the date of this agreement and ending on the Implementation Date, Sunland must ensure that neither it nor any member of the Sunland Group:

- (a) takes or fails to take any action that constitutes, or that could reasonably be expected to result in or otherwise give rise to, a Prescribed Occurrence; or
- (b) authorises, commits, or agrees to do any such thing.

8.5 Exceptions to conduct of business provisions

Nothing in this clause 8 restricts the ability of Sunland to take any action which:

- (a) is expressly required or permitted by this agreement, the Scheme, or otherwise required by law;
- (b) has been Disclosed to Sun Holdings;
- (c) is reasonable or necessary to give effect to or progress implementation of the Strategy, provided such acts are not reasonably likely or intended to impede the Scheme;
- (d) is reasonable and prudent to respond to an emergency or disaster (including a situation giving rise to a risk of personal injury or damage to property);
- (e) is reasonable or necessary for each member of the Sunland Group to meet its legal or contractual obligations (including the wind up of the Trustee, the SEIF and the SERF); or
- (f) has been approved by Sun Holdings, such approval not to be unreasonably withheld, delayed or conditioned.

8.6 Consultation

The parties must consult with each other in good faith immediately upon execution of this agreement and for the period up to the Implementation Date, to discuss (and in the case of Sunland, assist Sun Holdings in preparing) a transition plan to facilitate engagement between the parties' administrators, custodians, managers, banking arrangements, accounting and/or audit functions, to facilitate implementation of the Scheme.

8.7 Access to people and Sunland Information

- (a) Subject to clause 8.7(b), between the date of this agreement and the earlier of the Implementation Date and the date this agreement is terminated, Sunland must, following a written request from Sun Holdings giving a reasonable period of prior notice, provide Sun Holdings and its officers and advisers with reasonable access to any documents, records, and other information (subject to any existing confidentiality obligations owed to third parties, or applicable privacy laws) and such officers and advisers as reasonably requested by Sun Holdings, at mutually convenient times, for the purposes of:
 - (i) understanding Sunland's financial position (including its cash flow and working capital position) and management control systems;
 - (ii) implementing the Scheme;
 - (iii) preparing for carrying on the business of Sunland following implementation of the Scheme; and
 - (iv) any other purpose which is agreed in writing between the parties, provided in every case that the access is reasonable, and does not place an unreasonable burden on the ability of Sunland to run its business.
- (b) To avoid doubt, the parties acknowledge and agree that nothing in clause 8.7(a) or elsewhere in this agreement:

- (i) requires a party to take any action that would reasonably be expected to conflict with or violate that party's constituent documents or any applicable law;
 - (ii) requires Sunland to provide information concerning its directors' or management's consideration of the Scheme or (without limiting Sunland's obligations under clause 9) a Competing Transaction;
 - (iii) requires a party to provide information that, in the reasonable opinion of the disclosing party:
 - (A) is commercially sensitive;
 - (B) would require Sunland to make further disclosures to any other entity or to a Regulatory Authority; or
 - (C) would compromise legal privilege.
 - (iv) gives a party any rights to undertake further due diligence; or
 - (v) gives a party any rights as to the decision making of the other party (or its subsidiaries).
- (c) Where the consent of a third party is required to disclose any document, record or other information to Sun Holdings, Sunland shall use reasonable endeavours to obtain that consent as soon as is practicable after receiving Sun Holdings request for that document, record or other information.
- (d) Where a request from Sun Holdings under clause 8.7(a) would require Sunland to engage an external service provider, Sunland will advise Sun Holdings (and seeks its approval to proceed with the request) in writing prior to engaging the external service provider. If Sun Holdings provides approval in writing, Sun Holdings will be responsible for the costs incurred by Sunland in engaging the external service provider.

9 Exclusivity

9.1 No existing discussions

Sunland represents and warrants that, other than the discussions with Sun Holdings in respect of the Transaction, it is not as at the date of this agreement in negotiations or discussions in respect of any Competing Transaction with any person.

9.2 No-shop

During the Exclusivity Period, Sunland must ensure that neither it nor any of its Representatives directly or indirectly:

- (a) solicits, invites, encourages or initiates any enquiries, negotiations or discussions; or
- (b) communicates any intention to do any of these things,

with a view to obtaining any offer, proposal or expression of interest from any person in relation to a Competing Transaction.

9.3 No-talk

Subject to clauses 9.5 and 9.6, during the Exclusivity Period, Sunland must ensure that neither it nor any of its Representatives:

- (a) negotiates or enters into; or
- (b) participates in negotiations or discussions with any other person regarding, a Competing Transaction or any agreement, understanding or arrangement that may be reasonably expected to lead to a Competing Transaction, even if that person's Competing Transaction was not directly or indirectly solicited, invited, encouraged or initiated by Sunland or any of its Representatives or the person has publicly announced the Competing Transaction.

9.4 Due diligence information

Subject to clauses 9.5 and 9.6, during the Exclusivity Period, Sunland must ensure that neither it nor any of its Representatives in relation to a Competing Transaction:

- (a) enables any other person other than Sun Holdings and its Representatives to undertake due diligence investigations on Sunland or its business or operations in connection with or with a view to obtaining or which would reasonably be expected to lead to such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Transaction; or
- (b) makes available to any other person, or permits any other person to receive, other than Sun Holdings and its Representatives (in the course of due diligence investigations or otherwise) any non-public information relating to Sunland or its business or operations, that may reasonably be expected to assist such third party in formulating, developing or finalising a Competing Transaction.

9.5 Exceptions

Clauses 9.3 and 9.4 do not apply to the extent that they restrict Sunland or the Sunland Board from taking or refusing to take any action with respect to a genuine Competing Transaction (which was not solicited, invited, encouraged or initiated by Sunland in contravention of clause 9.2) provided that the Sunland Board has determined, acting in good faith that:

- (a) after consultation with its financial advisers, such a genuine Competing Transaction is, or could reasonably be considered to become, a Superior Proposal; and
- (b) after receiving written legal advice from their external legal advisers (who must be reputable advisers experienced in transactions of this nature) that failing to respond to such a genuine Competing Transaction would be reasonably likely to constitute a breach of any member of the Sunland Board's fiduciary duties or statutory obligations.

9.6 Further exceptions

Nothing in this agreement prevents Sunland from:

- (a) continuing to make normal presentations to, and to respond to enquiries from, brokers, portfolio investors and analysts in the ordinary course in relation to the Scheme or its business generally;
- (b) fulfilling its continuous disclosure requirements; or
- (c) otherwise disclosing non-public information to its auditors or advisers, or a Regulatory Authority in the ordinary course of its business or as required under Sunland's existing contractual obligations provided it is not done in a manner

which is intended to circumvent the intent of the exclusivity provisions of this agreement; or

- (d) otherwise complying with its obligations at law from time to time.

9.7 Notice of unsolicited approach

During the Exclusivity Period, Sunland must promptly inform Sun Holdings if Sunland or any of its Representatives:

- (a) receives any unsolicited approach with respect to any Competing Transaction and must disclose to Sun Holdings:
- (i) material details of the Competing Transaction; and
 - (ii) details of the proposed bidder or acquirer; and/or
- (b) receives any request for information relating to Sunland or any of its Related Bodies Corporate or any of their businesses or operations or any request for access to the books or records of Sunland or any of its Related Bodies Corporate, which Sunland has reasonable grounds to suspect may relate to a current or future Competing Transaction; and/or
- (c) provides any information relating to Sunland or any of its Related Bodies Corporate or any of its business or operations to any person in connection with or for the purposes of a current or future Competing Transaction,

and for the avoidance of doubt, this obligation is not subject to the Sunland Board reaching a determination under 9.8(a)(i).

9.8 Matching right

- (a) Without limiting clauses 9.2 and 9.3, during the Exclusivity Period, Sunland must not enter into, or agree to enter into, any legally binding agreement, arrangement or understanding to undertake or give effect to a Competing Transaction, unless:
- (i) the Sunland Board, acting in good faith and after consultation with its financial advisers and external legal advisers, as contemplated under clause 9.5, determines that:
 - (A) the proposed Competing Transaction would constitute an actual, proposed or potential Superior Proposal; and
 - (B) failure to take that action would be inconsistent with the Sunland Directors' fiduciary duties or statutory obligations;
 - (ii) Sunland has given Sun Holdings:
 - (A) the information contemplated by clause 9.7; and
 - (B) notice of the Sunland Directors' determination under clause 9.8(a)(i);
 - (iii) Sunland has given Sun Holdings at least five Business Days after the later of:
 - (A) the date that Sunland notifies Sun Holdings that the Sunland Directors have determined that the Competing Transaction would be or would be reasonably likely to be an actual, proposed or potential Superior Proposal under clause 9.8(a)(i)(A); and

- (B) the date of the provision of the information referred to in clause 9.7,
to provide a matching or superior proposal to the terms of the actual, proposed or potential Competing Transaction; and
- (iv) either:
- (A) Sun Holdings has not provided a Sun Holdings Counterproposal to Sunland by the expiry of the five Business Day period referred to in clause 9.8(a)(iii); or
- (B) Sun Holdings has provided a Sun Holdings Counterproposal to Sunland, but the Sunland Board determines, acting reasonably and in good faith, after consultation with its financial advisers and after receiving written legal advice from their external legal advisers (who must be reputable advisers experienced in transactions of this nature), that the Sun Holdings Counterproposal would not provide an equivalent or superior outcome for Sunland Shareholders as a whole compared with the Competing Transaction, taking into account all of the terms and conditions of the Sun Holdings Counterproposal.
- (b) Sunland acknowledges and agrees that each successive material modification of any Competing Transaction will constitute a new actual, proposed or potential Competing Transaction for the purposes of the requirements under clauses 9.8(a)(ii) and 9.8(a)(iii) and accordingly Sunland must comply with clauses 9.8(a)(ii) and 9.8(a)(iii) in respect of any such new actual, proposed or potential Competing Transaction.

9.9 Sun Holdings Counterproposal

- (a) If by the expiry of the five Business Day period referred to in clause 9.8(a)(iii) Sun Holdings proposes to Sunland amendments to the Scheme or makes a new proposal that may reasonably constitute a matching or superior proposal to the terms of the actual, proposed or potential Competing Transaction (**Sun Holdings Counterproposal**), then:
- (i) subject to applicable law, Sunland must procure that the Sunland Board considers the Sun Holdings Counterproposal; and
- (ii) if the Sunland Board, acting reasonably and in good faith, determines that the Sun Holdings Counterproposal would provide an equivalent or superior outcome for Sunland Shareholders as a whole compared with the Competing Transaction, taking into account all of the terms and conditions of the Sun Holdings Counterproposal, then:
- (A) Sunland and Sun Holdings must use their reasonable endeavours to agree the amendments to this agreement and, if applicable, the Scheme and Deed Poll, that are reasonably necessary to reflect the Sun Holdings Counterproposal and to implement the Sun Holdings Counterproposal, in each case as soon as reasonably practicable; and
- (B) Sunland must use its reasonable endeavours to procure that each of the Sunland Directors continues to recommend the Transaction (as modified by the Sun Holdings

Counterproposal) to Sunland Shareholders, subject only to no Superior Proposal emerging and to the Independent Expert concluding (and continuing to conclude) that the Transaction, as modified by the Sun Holdings Counterproposal, is in the best interests of Sunland Shareholders.

- (b) Each successive amendment to any proposal by Sun Holdings that is a Sun Holdings Counterproposal constitutes a new Sun Holdings Counterproposal for the purposes of this clause 9.9, and clauses 9.8 and 9.9 will apply in relation to that Sun Holdings Counterproposal.

9.10 Legal advice

Sunland acknowledges that it has received legal advice on this agreement and the operation of this clause 9.

10 Representations and warranties

10.1 Sunland's Representations and Warranties

Subject to the qualifications set out in clause 10.4, Sunland represents and warrants to Sun Holdings (on its own behalf and separately as trustee or nominee for each of the Sun Holdings directors) that each of the following statements is true and correct in all material respects as at the date of this agreement and as at 8.00am on the Second Court Date (unless that representation and warranty is expressed to be given at a particular time, in which case it is given at that time):

- (a) **(status)** it has been incorporated or formed in accordance with the laws of its place of incorporation;
- (b) **(power)** it has power to enter into this agreement, to comply with its obligations under it and exercise its rights under it;
- (c) **(no contravention)** the entry by it into, its compliance with its obligations and the exercise of its rights under, this agreement do not and will not conflict with:
 - (i) its constituent documents or cause a limitation on its powers or the powers of its directors to be exceeded;
 - (ii) any law binding on or applicable to it or its assets; or
 - (iii) any material document or agreement that is binding on it or its Subsidiaries;
- (d) **(authorisations)** it has in full force and effect each authorisation necessary for it to enter into this agreement, subject to satisfaction of the Conditions Precedent, to comply with its obligations and exercise its rights under it, and to allow them to be enforced;
- (e) **(validity of obligations)** its obligations under this agreement are valid and binding and are enforceable against it in accordance with its terms;
- (f) **(reliance)** the Sunland Information contained in the Scheme Booklet will be included in good faith and on the understanding that Sun Holdings and its directors will rely on that information for the purposes of considering and approving the Sun Holdings Information in the Scheme Booklet before it is despatched, approving the entry into the Deed Poll and implementing the Scheme;

- (g) **(Sunland Information)** the Sunland Information provided in accordance with this agreement and included in the Scheme Booklet as at the date of the Scheme Booklet will not contain any material statement which is misleading or deceptive nor contain any material omission having regard to applicable disclosure requirements and will comply in all material respects with the requirements of the Corporations Act and all relevant regulatory guides and other guidelines and requirements of ASIC;
- (h) **(disclosure)** the Sunland Disclosure Material contains all information actually known to Sunland (having made reasonable enquiries) as at the date of this agreement regarding matters affecting or relating to it:
- (i) which is not already in the public domain; and
 - (ii) the disclosure of which might reasonably be expected to have resulted in Sun Holdings not entering into this agreement at all or only entering into this agreement on materially different terms;
- (i) **(continuous disclosure)** as at the date of this agreement, Sunland is not in breach of its continuous disclosure obligations under the Corporations Act;
- (j) **(complete and accurate)** all information provided to Sun Holdings by Sunland in connection with this agreement, whether under due diligence or not, is, to the best of Sunland's knowledge acting reasonably, complete and accurate in all material respects and is not misleading, whether by way of omission or otherwise, in each case, as at the date of this agreement;
- (k) **(compliance)** to the best of Sunland's knowledge, Sunland has complied in all material respects with all Australian and foreign laws and regulations applicable to it and orders of Australian and foreign governmental agencies having jurisdiction over it and has all material licences and permits necessary for it to conduct its business as presently being conducted;
- (l) **(provision of information to Independent Expert)** all information provided by or on behalf of Sunland to the Independent Expert to enable the Independent Expert's Report to be prepared and completed will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purpose of preparing the Independent Expert's Report;
- (m) **(no default)** as far as Sunland is aware, Sunland is not in material default under any document, agreement or instrument binding on it or its assets and which is material to Sunland taken as a whole, nor has anything occurred which is or would with the giving of notice or lapse of time constitute an event of default, prepayment event or similar event, or give another party a termination right or right to accelerate any right or obligation, under any such document or agreement with that effect, in each case where that default, occurrence or event would have, or is reasonably likely to have, a material adverse effect on Sunland;
- (n) **(securities)** Sunland's issued securities as at the date of this agreement are 136,909,515 Sunland Shares, and other than as Disclosed it has not issued or agreed to issue any other securities or instruments which are still outstanding and which may convert into Sunland Shares; and
- (o) **(Subsidiaries)** Sunland has no Subsidiaries other than as Disclosed;
- (p) **(litigation or regulatory investigation)** as at the date of this agreement there are no existing or threatened claims of more than \$250,000, in each case where

written notice has been given or proceedings have been brought against any member of the Sunland Group or their officers;

- (q) **(Insolvency event)** Sunland is not Insolvent;
- (r) **(accounting)** Sunland:
 - (i) has followed the same accounting policies, practices and procedures for each of its audited financial accounts for the 3 years on or before year end June 2024;
 - (ii) has followed the same accounting policies, practices and procedures for each of its management accounts for the 12 months up to month end August 2024; and
 - (iii) has, with respect to its audited financial accounts, at all times and will continue to comply with all Australian Accounting Standards (including the Australian Accounting Interpretations).

10.2 Sunland's indemnity

Sunland indemnifies the Sun Holdings Indemnified Parties against all Losses (but excluding all consequential losses) incurred directly as a result of any of the representations and warranties in clause 10.1 not being true and correct, subject to the extent any act or omission of any one or more of the Sun Holdings Indemnified Parties caused or contributed to the Losses.

10.3 Sunland's knowledge or awareness

Where a Sunland Representation and Warranty is given 'to the best of Sunland's knowledge', or 'so far as Sunland is aware' or with a similar qualification as to Sunland's awareness or knowledge, Sunland will be deemed to know or be aware of a particular fact, matter or circumstance at a given time if, at that time, the Sunland Board is actually aware of that fact, matter or circumstance as at the date the Sunland Representation and Warranty is given, after having made reasonable enquiries.

10.4 Qualifications on Sunland's representations, warranties and indemnities

The Sunland Representations and Warranties and the indemnity in clause 10.2 are qualified by matters which:

- (a) are expressly provided for in this agreement;
- (b) have been consented to by Sun Holdings;
- (c) have been disclosed to or lodged with ASIC or available on Sunland's website before the date of this agreement or from the registers maintained by the High Court and the Federal Courts of Australia, the Supreme Courts of each Australian State and Territory before 15 May 2024 or the PPSR before the date of this agreement;
- (d) have been Disclosed in the Sunland Disclosure Materials;
- (e) are within the actual knowledge of Sun Holdings as at the date of this agreement; or
- (f) may arise from a matter, event of circumstance which was disclosed in accordance with clauses 10.4(c), 10.4(d) and 10.4(e).

10.5 Sun Holdings' Representations and Warranties

Sun Holdings represents and warrants to Sunland (on its own behalf and separately as trustee or nominee for each of the Sunland Directors) that each of the following statements is true and correct in all material respects as at the date of this agreement and as at 8.00am on the Second Court Date (unless that representation and warranty is expressed to be given at a particular time, in which case it is given at that time):

- (a) **(status)** it has been incorporated or formed in accordance with the laws of its place of incorporation;
- (b) **(power)** it has power to enter into this agreement, to comply with its obligations under it and exercise its rights under it;
- (c) **(not representative capacity)** it is not entering into this agreement as trustee of any trust or settlement or otherwise in a representative capacity;
- (d) **(no contravention)** the entry by it into, its compliance with its obligations and the exercise of its rights under, this agreement do not and will not conflict with:
 - (i) its constituent documents or cause a limitation on its powers or the powers of its directors to be exceeded;
 - (ii) any law binding on or applicable to it or its assets; or
 - (iii) any material document or agreement that is binding on it;
- (e) **(authorisations)** it has in full force and effect each authorisation necessary for it to enter into this agreement, and subject to satisfaction of the Conditions Precedent, to comply with its obligations and exercise its rights under it, and to allow them to be enforced;
- (f) **(validity of obligations)** its obligations under this agreement are valid and binding and are enforceable against it in accordance with its terms;
- (g) **(reliance)** the Sun Holdings Information provided to Sunland for inclusion in the Scheme Booklet will be provided in good faith and on the understanding that Sunland and its directors will rely on that information for the purposes of preparing the Scheme Booklet and proposing and implementing the Scheme in accordance with the Corporations Act;
- (h) **(Sun Holdings Information)** the Sun Holdings Information provided in accordance with this agreement and included in the Scheme Booklet, as at the date of the Scheme Booklet, will not contain any material statement which is misleading or deceptive nor contain any material omission having regard to applicable disclosure requirements and will comply in all material respects with the requirements of the Corporations Act and all relevant regulatory guides and other guidelines and requirements of ASIC;
- (i) **(compliance)** to the best of Sun Holdings' knowledge, Sun Holdings has complied in all material respects with all Australian and foreign laws and regulations applicable to it and orders of Australian and foreign governmental agencies having jurisdiction over it and has all material licenses, permits and franchises necessary for it to conduct its businesses as presently being conducted;

- (j) **(opinions)** any statement of opinion or belief contained in the Sun Holdings Information is honestly held and there are reasonable grounds for holding the opinion or belief;
- (k) **(no dealing with Sunland Shareholders)** neither Sun Holdings nor any of its Associates has any agreement, arrangement or understanding with any Sunland Shareholder under which that Sunland Shareholder (or an Associate of that Sunland Shareholder) would be entitled to receive consideration for their Sunland Shares different from the Scheme Consideration or under which the Sunland Shareholder agrees to vote in favour of the Scheme or against any Competing Transaction;
- (l) **(provision of information to Independent Expert)** all information provided by or on behalf of Sun Holdings to the Independent Expert to enable the Independent Expert's Report to be prepared and completed will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purpose of preparing the Independent Expert's Report;
- (m) **(unconditional cash reserves on the Second Court Date and Implementation Date)** by 8.00am on the Second Court Date and on the Implementation Date, Sun Holdings will have available to it on an unconditional basis sufficient cash reserves to satisfy its obligations to pay the Scheme Consideration in accordance with its obligations under this agreement, the Scheme and Deed Poll; and
- (n) **(Insolvency event)** Sun Holdings is not Insolvent.

10.6 Sun Holdings' indemnity

Sun Holdings indemnifies the Sunland Indemnified Parties against all Losses (but excluding all consequential losses) incurred directly or indirectly as a result of any of the representations and warranties in clause 10.5 not being true and correct, subject to the extent any act or omission of any one or more of the Sunland Indemnified Parties caused or contributed to the Losses.

10.7 Sun Holdings' knowledge or awareness

Where a Sun Holdings Representation and Warranty is given 'to the best of Sun Holdings' knowledge' or with a similar qualification as to Sun Holdings' awareness or knowledge, Sun Holdings will be deemed to know or be aware of a particular fact, matter or circumstance at a given time if, at that time, the Sun Holdings directors are actually aware of that fact, matter or circumstance as at the date the Sun Holdings Representation and Warranty is given, after having made reasonable enquiries.

10.8 Qualifications on Sun Holdings' representations, warranties and indemnities

The Sun Holdings Representations and Warranties and the indemnity in clause 10.6 are qualified by matters which:

- (a) are expressly provided for in this agreement;
- (b) have been Disclosed in writing to Sunland; or
- (c) are within the actual knowledge of Sunland as at the date of this agreement.

10.9 Limitations of liability

- (a) Notwithstanding any other provision of this agreement:
 - (i) the maximum aggregate liability of Sunland to the Sun Holdings Indemnified Parties under or in connection with this agreement including in respect of any breach of this agreement will be \$500,000; and
 - (ii) the maximum liability amount referred to in clause 10.9(a)(i) represents the maximum and absolute amount of the liability of Sunland under or in connection with this agreement and no further damages, fees, expenses or reimbursements of any kind will be payable by Sunland in connection with this agreement.
- (b) Notwithstanding any other provision of this agreement:
 - (i) the maximum liability of Sun Holdings to Sunland Indemnified Parties under or in connection with this agreement including in respect of any breach of this agreement will be \$500,000; and
 - (ii) the maximum liability amount referred to in clause 10.9(b)(i) represents the maximum and absolute amount of the liability of Sun Holdings under or in connection with this agreement and no further damages, fees, expenses or reimbursements of any kind will be payable by Sun Holdings in connection with this agreement.
- (c) Nothing in this clause 10.9 limits the liability of any party for fraud.

10.10 Further acknowledgement

Sun Holdings acknowledges and agrees that, to the extent that Sunland has provided any opinion, estimate, projection, business plan, budget or forecast to Sun Holdings in connection with this agreement or the Transaction:

- (a) there are uncertainties inherent in attempting to make forward looking opinions, estimates, projections, business plans, budgets or forecasts;
- (b) Sun Holdings will make its own evaluation of the adequacy and accuracy of any such opinion, estimate, projection, business plan, budget or forecast; and
- (c) Sunland is not liable under any claim arising out of or relating to, any such opinion, estimate or projection, business plan, budget or forecast under this agreement, except to the extent Sunland has not acted in good faith or has engaged in wilful misconduct or fraud, or except as otherwise expressly provided in this agreement.

11 Termination

11.1 Termination events

This agreement may be terminated:

- (a) **(End Date)** by either party, if the Scheme has not become Effective on or before the End Date;
- (b) **(lack of support)** by Sun Holdings at any time prior to 8.00am on the Second Court Date if any Sunland Director changes their recommendation to the Sunland Shareholders that they vote in favour of the resolution to approve the Scheme, including any adverse modification to their recommendation, or

- otherwise makes a public statement indicating that they no longer support the Scheme;
- (c) **(director recommendation)** by either party at any time prior to 8.00am on the Second Court Date by giving written notice to the other party if the Sunland Board (or a majority of the directors of the Sunland Board) change or withdraw their recommendation in favour of the Scheme in accordance with clause 6.1;
- (d) **(material breach)** by either party at any time prior to 8.00am on the Second Court Date, if the other is in material breach of a term of this agreement (including any representation and warranty not being true and correct), taken in the context of the Scheme as a whole, provided:
- (i) the non-defaulting party has given notice to the other setting out the relevant circumstances giving rise to the breach, and stating an intention to terminate this agreement; and
- (ii) the relevant circumstances giving rise to the breach are not remedied to the non-defaulting party's reasonable satisfaction by the earlier of:
- (A) five Business Days after the date of the notice given by the non-defaulting party under clause 11.1(d)(i); or
- (B) any shorter period ending at 8.00am on the Second Court Date;
- (e) **(competing interest)** by Sun Holdings at any time prior to the Sunland Shareholders approving the Scheme by the Requisite Majorities in accordance with the Corporations Act, if a person (other than Sun Holdings or its Associates) acquires a Relevant Interest in more than 20% of Sunland Shares after the date of this agreement;
- (f) **(Competing Transaction)** by Sunland at any time prior to 8.00am on the Second Court Date if the Sunland Board determines that a Competing Transaction that was not solicited, invited, encouraged or initiated in breach of clause 9.2 is a Superior Proposal, and either:
- (i) Sun Holdings has not made a Sun Holdings Counterproposal within the five-day period mandated under clause 9.8; and/or
- (ii) following consideration of a Sun Holdings Counterproposal under clause 9.9, the Sunland Board determines that that the Sun Holdings Counterproposal would not provide an equivalent or superior outcome for Sunland Shareholders as a whole compared with the Competing Transaction;
- (g) **(consultation or appeal failure)** in accordance with and under:
- (i) clause 3.8(a)(i);
- (ii) clause 3.8(a)(ii); or
- (iii) clause 5.8;
- (h) **(agreement)** if agreed to in writing by Sun Holdings and Sunland;
- (i) **(Independent Expert)** by Sunland at any time prior to 8.00am on the Second Court Date if the Independent Expert concludes in the Independent Expert's Report (or any update or variation to that report) that the Transaction is not in the

best interests of Sunland Shareholders, or adversely changes its previously given opinion in the Independent Expert's Report (or any update or variation to that report) that the Transaction is in the best interests of Sunland Shareholders; or

- (j) **(Insolvency)** by either party if the other party becomes Insolvent.

11.2 Termination

Where a party has a right to terminate this agreement, that right for all purposes will be validly exercised if the party delivers a notice in writing to the other party stating that it terminates this agreement.

11.3 Effect of Termination

If this agreement is terminated by either party, or if this agreement otherwise terminates in accordance with its terms, then in either case all further obligations of the parties under this agreement, other than the obligations set out in this clause 11.3 and in clauses 5.8, 10.9 and 12 to 17 (inclusive) will immediately cease to be of further force and effect without further liability of any party to the other, provided that nothing in this clause releases any party from liability for any pre-termination breach of this agreement.

12 Public Announcements

12.1 Public Announcement of Transaction

Immediately after signing this agreement, Sunland must issue the joint public announcement of the Transaction in substantially the form contained in Annexure A (**Public Announcement**).

12.2 Other announcements

Subject to clause 12.3, each party must not make, and must procure that its Representatives do not make:

- (a) any public announcement concerning the Transaction or the terms of or the negotiations relating to, this agreement, other than the announcement referred to in clause 12.1; or
- (b) any announcement or statement to a third party which directly or indirectly implies that the Scheme will not be successful.

12.3 Permitted announcements

Nothing in clause 12.2(a) prevents any announcement being made:

- (a) with the written consent of Sun Holdings and Sunland, which must not be unreasonably withheld or delayed; or
- (b) to the extent required by law, the Corporations Act or any court of competent jurisdiction or any Regulatory Authority, but if any party is required to make any such announcement, it must promptly notify the other party, where reasonably practicable and lawful to do so, before the announcement is made and must co-operate with the other party regarding the timing and content of such announcement or any action which the other party may reasonably elect to take to challenge the validity of such requirement.

13 Confidential Information

13.1 Confidentiality Agreement

Sun Holdings and Sunland acknowledge and agree that the parties to the Confidentiality Agreement continue to be bound by the Confidentiality Agreement in respect of all information received by it from or on behalf of the other party on, before or after the date of this agreement.

13.2 Survival of obligations

The rights and obligations of the parties to the Confidentiality Agreement survive termination (for whatever reason) of this agreement.

14 Notices and other communications

14.1 Form

Unless this agreement expressly states otherwise, all notices, demands, certificates, consents, approvals, waivers and other communications in connection with this agreement must be in writing and signed by the sender (if an individual) or an authorised officer of the sender.

All communications (other than email communications) must also be marked for the attention of the person referred to in the Details (or, if the recipient has notified otherwise, then marked for attention in the way last notified).

Email communications must state the first and last name of the sender and are taken to be signed by the named sender.

14.2 Delivery

Communications must be:

- (a) left at the address referred to in the Details;
- (b) sent by regular ordinary post (airmail if appropriate) to the address referred to in the Details; or
- (c) sent by email to the address referred to in the Details.

If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

14.3 When effective

Communications take effect from the time they are received or taken to be received under clause 14.4 (whichever happens first) unless a later time is specified in the communication.

14.4 When taken to be received

Communications are taken to be received:

- (a) if sent by post, two Business Days after posting (or 10 days after posting if sent from one country to another);
- (b) if sent by email:
 - (i) when the sender receives an automated message confirming delivery;
 - or

- (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed,
whichever happens first.

14.5 Receipt outside business hours

Despite anything else in this clause 14, if communications are received or taken to be received under clause 14.4 after 5.00pm on a Business Day or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day. For the purposes of this clause, the place in the definition of Business Day is taken to be the place specified in the Details as the address of the recipient and the time of receipt is the time in that place.

15 GST

15.1 Definitions and interpretation

For the purposes of this clause:

- (a) a term which has a defined meaning in the GST Act has the same meaning when used in this clause, unless the contrary intention appears; and
- (b) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

15.2 GST exclusive

Unless this agreement expressly states otherwise, all consideration to be provided under this agreement is exclusive of GST.

15.3 Payment of GST

- (a) If GST is payable, or notionally payable, on a supply in connection with this agreement, the party providing the consideration for the supply agrees to pay to the supplier an additional amount equal to the amount of GST payable on that supply (**GST Amount**).
- (b) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided.
- (c) This clause does not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge.

15.4 Adjustment events

If an adjustment event arises for a supply made in connection with this agreement, the GST Amount must be recalculated to reflect that adjustment. The supplier or the recipient (as the case may be) agrees to make any payments necessary to reflect the adjustment and the supplier agrees to issue an adjustment note.

15.5 Reimbursements

Any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with this agreement which is calculated by reference to an amount paid by another party must be reduced by the amount of any input tax credits which the other party (or the representative member of any GST group of which the other party is a

member) is entitled. If the reduced payment is consideration for a taxable supply, clause 15.3 will apply to the reduced payment.

16 Costs

16.1 Costs

The parties agree to pay their own Transaction Costs if this agreement is terminated by either party for any reason.

16.2 Stamp duty and registration fees

(a) Sun Holdings:

- (i) agrees to pay or reimburse all stamp duty, registration fees and similar Taxes payable or assessed as being payable in connection with this agreement, the Transaction or any other transaction contemplated by this agreement (including any fees, fines, penalties and interest in connection with any of those amounts); and
- (ii) indemnifies Sunland against, and agrees to reimburse and compensate it for, any liability in respect of stamp duty, fees and Taxes under clause 16.2(a)(i).

- (b) Sun Holdings agrees to pay amounts due to Sunland under this clause 16 within three Business Days of demand from Sun Holdings. However, Sun Holdings need not pay, reimburse or indemnify against any fees, fines, penalties or interest to the extent they have been imposed as a result of actions by Sunland.

17 General

17.1 Variation and waiver

A provision of this agreement, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

17.2 Consents, approvals or waivers

By giving any approval, consent or waiver a party does not give any representation or warranty as to any circumstance in connection with the subject matter of the consent, approval or waiver.

17.3 Discretion in exercising rights

Unless this agreement expressly states otherwise, a party may exercise a right, power or remedy or give or refuse its consent, approval or a waiver in connection with this agreement in its absolute discretion (including by imposing conditions).

17.4 Partial exercising of rights

Unless this agreement expressly states otherwise, if a party does not exercise a right, power or remedy in connection with this agreement fully or at a given time, they may still exercise it later.

17.5 Conflict of interest

Each party may exercise their rights, powers and remedies in connection with this agreement even if this involves a conflict of duty or they have a personal interest in their exercise.

17.6 Remedies cumulative

The rights, powers and remedies in connection with this agreement are in addition to other rights, powers and remedies given by law independently of this agreement.

17.7 Indemnities and reimbursement obligations

Any indemnity, reimbursement or similar obligation in this agreement:

- (a) is a continuing obligation despite the satisfaction of any payment or other obligation in connection with this agreement, any settlement or any other thing;
- (b) is independent of any other obligations under this agreement; and
- (c) continues after this agreement, or any obligation arising under it, ends.

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity in connection with this agreement.

17.8 Inconsistent law

To the extent the law permits, this agreement prevails to the extent it is inconsistent with any law.

17.9 Supervening law

Any present or future law which operates to vary the obligations of a party in connection with this agreement with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

17.10 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document and the date on which the last counterpart is executed is the date of this agreement.

17.11 Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

17.12 Further steps

Each party agrees to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed), which the other party asks and considers necessary to:

- (a) bind the party and any other person intended to be bound under this agreement; or
- (b) show whether the party is complying with this agreement.

17.13 Cooperation

Without limiting clauses 3.2 and 3.3, each party agrees to consult with the other party in advance in relation to all communications (whether written or oral, and whether direct or via a Representative) with any Regulatory Authority relating to the Transaction to the extent it is reasonable to do so. For the avoidance of doubt, neither party is required to disclose commercially sensitive information in relation to the communications with any Regulatory Authority to the other party and each party may withhold or redact information

or documents from the other party if and to the extent that they are either confidential to a third party or commercially sensitive and confidential to that party.

17.14 No liability for loss

Unless this agreement expressly states otherwise, a party is not liable for any loss, liability or costs arising in connection with the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy in connection with this agreement.

17.15 Severability

If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

17.16 Rules of construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

17.17 Assignment

A party may not assign or otherwise deal with its rights under this agreement or allow any interest in them to arise or be varied without the consent of the other party.

17.18 Enforceability

For the purpose of this agreement:

- (a) Sunland is taken to be acting as agent and trustee on behalf of and for the benefit of all Sunland Indemnified Parties; and
- (b) Sun Holdings is taken to be acting as agent and trustee on behalf of and for the benefit of all Sun Holdings Indemnified Parties,

and all of those persons are to this extent taken to be parties to this agreement.

17.19 No representation or reliance

Each party acknowledges that:

- (a) no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this agreement, except for representations or inducements expressly set out in this agreement;
- (b) it does not enter into this agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this agreement; and
- (c) clauses 17.19(a) and 17.19(b) above do not prejudice any rights a party may have in relation to information which had been filed by the other party with ASIC.

18 Governing law

18.1 Governing law and jurisdiction

The law in force in the place specified in the Details governs this agreement. The parties submit to the non-exclusive jurisdiction of the courts of that place.

18.2 Serving documents

Without preventing any other method of service, any document in an action in connection with this agreement may be served on a party by being delivered or left at that party's address for service of notices under clause 14.2.

Schedule 1 Indicative Timetable (clause 5.1)

Event	Date
Sign Scheme Implementation Agreement and joint public announcement of the Transaction	Date of this agreement
Lodge draft Scheme Booklet with ASIC	25 October 2024
First Court Date	15 November 2024
Despatch of Scheme Booklet	20 – 30 November 2024
Permitted Dividend declared (if declared) ¹	10 January 2025
Supplementary Booklet (whether or not dividends declared)	13 January 2025
Scheme Meeting	Mid-January 2025
Second Court Date	3 February 2025
Lodge Court order with ASIC (Effective Date)	4 February 2025
Permitted Dividend Record Date (if declared)	7 February 2025
	The Business Day that is 5 days before the Record Date
Record Date	13 February 2025
Permitted Dividend Payment Date (if declared)	19 February 2025
	1 Business Day before the Implementation Date
Implementation Date	20 February 2025

¹ Subject to the determination of the Sunland Board.

Signing pages

EXECUTED as an agreement

EXECUTED by **SUN HOLDINGS
GC PTY LTD (ACN 677 077 771)** in
accordance with section 127 of the
Corporations Act 2001 (Cth):



.....
Signature of sole director

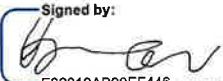
RON BAKIR

.....
Name of sole director (block letters)



Scheme Implementation Agreement

EXECUTED by **SUNLAND GROUP LIMITED (ACN 063 429 532)** in accordance with section 127 of the *Corporations Act 2001 (Cth)*:

Signed by:

E32910AB90EF446.....

Signature of director

Chris Freeman

.....
Name of director (block letters)

DocuSigned by:

609F076A86C0421.....

Signature of director/company secretary*

*delete whichever is not applicable

Grant Harrison

.....
Name of director/company secretary*
(block letters)

*delete whichever is not applicable



Annexure A Public Announcement

Sunland Group

ESTABLISHED

1983

23 October 2024

Notice to Sunland Shareholders

Sunland Group Limited enters into scheme implementation agreement with Sun Holdings GC Pty

Further to its announcement on 4 September 2024, **Sunland Group Limited (ACN 063 429 532) (Sunland)** and **Sun Holdings GC Pty Ltd (ACN 677 077 771) (Sun Holdings)**, an entity ultimately owned and controlled by property developer Homecorp Property Group (Aust) Pty Ltd (ACN 600 830 402) (**Homecorp**), have entered into a scheme implementation agreement dated 23 October 2024 (**SIA**).

Under the SIA, it is proposed that Sun Holdings will acquire by way of a scheme of arrangement all of the issued fully paid ordinary shares in Sunland (**Shares**) for consideration of \$0.0675 less the amount of any dividend declared by Sunland directors (**Scheme**).

Subject to applicable laws and the Scheme becoming effective, Sunland directors may declare a dividend of up to \$0.065 per Share. Such dividend (if any) will be a **'Permitted Dividend'** under the Scheme. The cash amount payable by Sun Holdings under the Scheme will be reduced by the cash amount of any Permitted Dividend (**Scheme Consideration**). It is expected that any dividend would be fully franked at the tax rate of 25%.

Shareholders should note that, nothing in the SIA obliges Sunland to declare a dividend up to \$0.065 per Share and that \$0.065 per Share is an indicative only figure and not reflective of the actual quantum of the Permitted Dividend, which could be a lower amount.

A copy of the SIA is available to be viewed on Sunland's website.

Implementation of the Scheme

Sunland shareholders do not need to take any action in relation to the Scheme at this stage.

The Scheme is subject to a number of conditions including approval of Sunland shareholders at the extraordinary general meeting called **'Scheme Meeting'** in the SIA, which is expected to be held in mid-January 2025. A Scheme booklet containing important information is currently expected to be sent to Sunland shareholders by the end of November 2024. The Scheme booklet will contain additional information relating to Sunland, Sun Holdings, Homecorp and the Scheme, including the basis for the Sunland board's unanimous recommendation that Sunland shareholders vote in favour of the Scheme, an independent expert's report opining on whether the Scheme is in the best interests of Sunland shareholders and details of the Scheme.

If the Scheme is approved by Sunland shareholders and the other conditions precedent are satisfied or (if permitted) waived, the Scheme is expected to be implemented in February 2025.

Competing proposals

During and after the Sun Holdings Takeover Offer period, Sunland also received two alternative unsolicited non-binding indicative only scheme of arrangement proposals. The first was from Harvest Lane Asset Management Pty Limited ACN 158 314 697 for \$0.05 per Sunland Share, and the other was from Abedian & Co Pty Ltd ACN 671 094 536 for \$0.07 per Sunland Share. Neither of these proposals proceeded to a binding offer.

Unanimous recommendation of Sunland Board

Having carefully considered the Scheme, Sunland's directors unanimously support the Scheme and recommend that Sunland shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to the independent expert appointed by Sunland concluding, and continuing to conclude, that the Scheme is in the best interests of Sunland's shareholders.

Subject to the same qualifications, each Sunland director intends to vote in favour of the Scheme in respect of each Share they hold or control. The key factors that the Board has considered in reaching this recommendation will be set out in detail in the Scheme booklet. The Scheme booklet will also set out further details about the Scheme, will include an independent expert report, and will detail important information for Sunland shareholders to consider, including how to vote at the Scheme Meeting, the key reasons why Sunland shareholders should consider the Scheme, and information about Sun Holdings.

The Sunland board has determined that it is in the best interests of shareholders to enter into the binding SIA with Sun Holdings and proceed with the Scheme. The SIA includes customary fiduciary carve-out provisions which allow the Sunland Board to consider any competing proposals that are or may reasonably be expected to lead to a superior proposal and subject to customary exclusivity commitments in favour of Sun Holdings including no shop, no talk, notification and matching rights.

Overview of the SIA

The SIA sets out the manner in which Sunland and Sun Holdings have agreed to cooperate with each other in relation to the Scheme and its implementation. The SIA provides Sun Holdings exclusivity until the end of the date the Scheme is implemented (unless the SIA is terminated or Sunland receives a competing proposal that Sun Holdings does not match or beat) and includes provisions customary for a transaction of this nature including no shop, no talk, notification and matching rights, subject to appropriate exceptions and usual termination rights for certain specified material adverse events that may occur prior to the Scheme being implemented.

Terms and conditions of the Scheme

The Scheme is conditional upon a number of matters set out in the SIA, including:

- approval of the Scheme by a majority in number of eligible Sunland shareholders who vote at the Scheme Meeting and by 75% of all votes cast at the Scheme Meeting;
- the Independent Expert issuing an Independent Expert's Report which concludes, and continues to conclude, that the Scheme is in the best interests of Sunland shareholders;
- no material adverse change or prescribed occurrence (each as defined in the SIA) occurring in respect of Sunland;
- no regulatory action;
- Court approval; and
- other customary conditions.

Sun Holdings has advised Sunland that it will fund the Scheme Consideration through the cash reserves of Homecorp. The Scheme is not subject to any financing condition. The SIA contains customary exclusivity obligations on Sunland, including a "no shop", "no talk", and "no due diligence" obligation which contains a customary fiduciary carve-out. Sunland is also bound by other customary provisions including notification and matching right obligations in the event of a competing proposal.

Full details of the terms and conditions of the Scheme are set out in the SIA.

Indicative Timetable*

Event	Timing
Regulatory approval	Early -November 2024
First court date	Mid-November 2024
Despatch Scheme booklet	End November 2024
Permitted Dividend declared (if declared) ¹	10 January 2025
Scheme Meeting	Mid-January 2025
Regulatory and second court approval	Early February 2025
Payment date for Permitted Dividend (if declared)	Late February 2025 (1 business day before the implementation date)
Implementation date and payment date for Scheme Consideration	Late February 2025

*Dates are indicative only, and subject to change without notice.

Advisers

Sunland has engaged Ernst & Young as its taxation advisor, Morgans as its corporate finance advisor and Holding Redlich as its legal advisor.

Homecorp and Sun Holdings GC are being advised by Mills Oakley as their legal advisor.

This announcement has been authorised by the board of Sunland.

Grant Harrison
Company Secretary

Note this notice has not been lodged with the ASIC as Sunland intends disclosing material information on its website in accordance with the good practice guidance in ASIC Regulatory Guide 198

¹ Subject to the determination of the Sunland Board.



Annexure B Scheme of Arrangement



**Scheme of
Arrangement
under
Section 411 of the
Corporations Act**

Sunland Group Limited
(ACN 063 429 532) (**Sunland**)

Scheme Participants

MILLS OAKLEY
Level 7, 151 Clarence Street
SYDNEY NSW 2000
Telephone: +61 2 8289 5800
www.millsOakley.com.au

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Details

Date	2024	
Parties	Sunland and Scheme Participants	
Sunland	Name	Sunland Group Limited
	ACN	063 429 532
	Address	c/o BDO Services Pty Ltd, Level 10, 12 Creek Street, Brisbane QLD 4000
	Email	darren.pereira@holdingredlich.com jeanne.vallade@holdingredlich.com
	Attention	The directors
Scheme Participants	Each person who is a Sunland Shareholder at the Record Date.	
Governing law	New South Wales, Australia	

1 Definitions and Interpretation

1.1 Definitions

In this Scheme:

ASIC means the Australian Securities & Investments Commission.

Business Day means a day other than a Saturday, Sunday or public holiday in Sydney, Australia.

Conditions Precedent means the conditions precedent in clause 3.1 of the Scheme Implementation Agreement.

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

Corporations Regulations means the Corporations Regulations 2001 (Cth).

Court means the Federal Court of Australia, or any other court of competent jurisdiction under the Corporations Act agreed by the parties in writing.

Deed Poll means the deed poll dated on or about the date of this Scheme executed by Sun Holdings, under which Sun Holdings covenants in favour of the Scheme Participants to perform the actions attributed to it under this Scheme.

Details means the section of this Scheme headed "Details".

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

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

Encumbrance means any security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any "security interest" as defined in sections 12(1) or 12(2) of the PPSA or any agreement to create any of them or allow them to exist.

End Date means 30 June 2025, or such other date agreed by Sun Holdings and Sunland in writing.

Explanatory Statement means the statement under section 412 of the Corporations Act which has been, or will be, registered by ASIC in relation to the Scheme, and forms part of the Scheme Booklet.

Immediately Available Funds means by immediate electronic funds transfer or other form of cleared funds acceptable to Sunland.

Implementation Date means the 5th Business Day following the Record Date, or such other date as the parties agree in writing.

Independent Expert means the independent expert appointed by Sunland under the Scheme Implementation Agreement.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Record Date means 5.00pm on the 7th Business Day following the Effective Date or such other time and date as the parties agree in writing.

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

Registry means Link Market Services Limited (ACN 083 214 537) or such other person that provides share registry services to Sunland from time to time.

Regulatory Authority includes:

- (a) ASIC and the Takeovers Panel;
- (b) a government or governmental, semi-governmental or judicial entity or authority, including the ATO;
- (c) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (d) any regulatory organisation established under statute.

Scheme means the scheme of arrangement under part 5.1 of the Corporations Act under which all Scheme Shares held by the Scheme Participants will be transferred to Sun Holdings, together with any amendment or modification made under section 411(6) of the Corporations Act and agreed to in writing by Sunland and Sun Holdings.

Scheme Booklet means the information booklet to be approved by the Court and despatched to Sunland Shareholders which includes this Scheme, Explanatory Statement, Deed Poll, Independent Expert's report and notice of the Scheme Meeting and proxy form.

Scheme Consideration means for each Scheme Share the cash amount of \$0.0675, less the amount of the Permitted Dividend (as defined in the Scheme Implementation Agreement).

Scheme Implementation Agreement means the document titled "Scheme Implementation Agreement" between Sun Holdings and Sunland dated on or around 23 October 2024.

Scheme Meeting means the meeting to be convened by the Court at which Sunland Shareholders will vote on the Scheme.

Scheme Participant means each person who is a Sunland Shareholder at the Record Date.

Scheme Share means a Sunland Share held by a Scheme Participant at the Record Date.

Second Court Date means the first day on which the Court hears an application for an order to be made pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the application is adjourned or subject to appeal for any reason, means the day on which the adjourned application or appeal is heard.

Share Register means the register of holders of Sunland Shares maintained by or on behalf of Sunland.

Subsidiary of an entity means another entity which:

- (a) is a subsidiary of the first entity within the meaning of the Corporations Act; and
- (b) is part of a consolidated entity constituted by the first entity and the entities it is required to include in the consolidated financial statements it prepares, or would be if the first entity was required to prepare consolidated financial statements.

A trust may be a subsidiary (and an entity may be a subsidiary of a trust) if it would have been a subsidiary under this definition if that trust were a body corporate. For these purposes, a unit or other beneficial interest in a trust is to be regarded as a share.

Sun Holdings means Sun Holdings GC Pty Ltd (ACN 677 077 771).

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

Sunland Shareholder means each person registered in the Share Register as a holder of Sunland Shares.

Takeovers Panel means the panel established under section 171 of the *Australian Securities and Investments Commission Act 1989* (Cth) and continued in existence by section 261 of the *Australian Securities and Investments Commission Act 2001* (Cth).

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) paid, payable or assessed as being payable by any authority together with any fines, penalties and interest in connection with them.

Trust Account means the trust account with an authorised deposit-taking institution (as defined in the *Banking Act 1959* (Cth)) operated by or on behalf of Sunland to hold the Scheme Consideration on trust for the purpose of paying the Scheme Consideration to the Scheme Participants in accordance with this Scheme.

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

1.2 General interpretation

Unless the contrary intention appears, in this Scheme:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (c) a reference to a document also includes any variation, replacement or novation of it;
- (d) a reference to a party, clause, annexure or schedule is a reference to a party to, clause in or annexure or schedule to this Scheme;
- (e) headings (including those in brackets at the beginning of paragraphs) and labels used for defined terms are for convenience only and do not affect the interpretation of this Scheme;
- (f) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (g) a reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (h) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) a reference to a time of day is a reference to Sydney time;
- (j) other than as expressly provided in this Scheme, if an act under this Scheme to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;
- (k) if a day on which a party must do something under this Scheme is not a Business Day, the party must do it on the next Business Day;
- (l) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (m) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;

- (n) a reference to "law" includes common law, principles of equity and legislation (including regulations);
- (o) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (p) a reference to "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (q) a reference to a group of persons is a reference to any two or more of them jointly and to each of them individually; and
- (r) a reference to any thing (including an amount) is a reference to the whole and each part of it.

2 Preliminary matters

2.1 Sunland

- (a) Sunland is an unlisted public company limited by shares, incorporated in Australia and registered in New South Wales.
- (b) As at the date of the Scheme Implementation Agreement, Sunland's issued securities were 136,909,515 Sunland Shares.

2.2 Sun Holdings

- (a) Sun Holdings is a proprietary company limited by shares, incorporated in Australia and registered in Queensland.
- (b) As at the date of the Scheme Implementation Agreement, Sun Holdings does not own any 'relevant interest' (as this term is defined by the Corporations Act) in Sunland Shares.

2.3 Scheme summary

If this Scheme becomes Effective, then on the Implementation Date:

- (a) Sun Holdings will provide or procure the provision of the Scheme Consideration to Scheme Participants in accordance with this Scheme and the Deed Poll; and
- (b) all the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares, will be transferred to Sun Holdings, and Sunland will enter Sun Holdings in the Share Register as the holder of the Scheme Shares, with the result that Sunland will become a wholly-owned Subsidiary of Sun Holdings.

2.4 Implementation

- (a) Sunland and Sun Holdings have agreed by executing the Scheme Implementation Agreement to implement the Scheme.
- (b) This Scheme attributes actions to Sun Holdings but does not itself impose an obligation on it to perform those actions. Sun Holdings has agreed, by executing the Deed Poll, to perform the actions attributed to it in respect of this Scheme and set out in the Scheme Implementation Agreement, including providing or procuring the provision of the Scheme Consideration to the Scheme Participants. A copy of this Deed Poll forms part of the disclosure materials provided to Sunland Shareholders prior to the Scheme Meeting.

3 Conditions precedent and Effectiveness

3.1 Conditions precedent to Scheme

This Scheme is conditional on, and will not become Effective until, the satisfaction of each of the following conditions precedent:

- (a) as at 8:00am on the Second Court Date, neither the Scheme Implementation Agreement nor the Deed Poll have been terminated in accordance with their terms;
- (b) all of the Conditions Precedent (other than clause 3.1(c) of the Scheme Implementation Agreement in respect of Court approval of this Scheme) have been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement (unless they cannot be waived, in which case they must be satisfied);
- (c) the Court has approved this Scheme, with or without any modification or condition, under section 411(4)(b) of the Corporations Act, and if applicable, Sun Holdings and Sunland having accepted in writing any modification or condition made or required by the Court under section 411(6) of the Corporations Act and any such conditions having been satisfied or waived; and
- (d) the coming into effect, under section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to this Scheme, on or before the End Date.

3.2 Conditions precedent and operation of clause 4

The satisfaction of each condition of clause 3.1 of this Scheme is a condition precedent to the operation of clause 4 of this Scheme.

3.3 Certificate in relation to conditions precedent

- (a) Sunland and Sun Holdings must provide to the Court on the Second Court Date a certificate confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent set out in clause 3.1 of this Scheme (other than the conditions precedent in clause 3.1(c) and clause 3.1(d) of this Scheme) have been satisfied or waived as at 8.00am on the Second Court Date.
- (b) The certificate referred to in this clause 3.3 will constitute conclusive evidence of whether the conditions precedent referred to in clause 3.1 of this Scheme (other than the conditions precedent in clause 3.1(c) and clause 3.1(d) of this Scheme) have been satisfied or waived as at 8.00am on the Second Court Date.

3.4 Effective Date

Subject to clauses 3.1 and 3.5, this Scheme will come into effect pursuant to section 411(10) of the Corporations Act on and from the Effective Date.

3.5 End Date

Without limiting any rights under the Scheme Implementation Agreement, this Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Scheme Implementation Agreement or the Deed Poll is terminated in accordance with its terms,

unless Sun Holdings and Sunland otherwise agree in writing.

4 Implementation

4.1 Lodgement of Court orders with ASIC

If the conditions precedent set out in clause 3.1 of this Scheme (other than the condition precedent in clause 3.1(d) of this Scheme) are satisfied, in accordance with section 411(10) of the Corporations Act, Sunland must lodge with ASIC an office copy of the Court order approving the Scheme as soon as practicable, and in any event, by no later than 5:00pm on the first Business Day after the day on which the Court approves this Scheme, or any later date agreed in writing with Sun Holdings.

4.2 Transfer and registration of Scheme Shares

On the Implementation Date, subject to Sun Holdings paying the Scheme Consideration under clause 5.1 and providing Sunland with written confirmation that this has occurred:

- (a) the Scheme Shares must, without the need for any further act by a Scheme Participant other than acts performed as attorney and agent for the relevant Scheme Participant by Sunland under clause 7.5, be transferred to Sun Holdings by:
 - (i) Sunland executing and delivering to Sun Holdings, under the authority in clause 7.5, a valid share transfer form or forms (which may be a master transfer) to transfer all of the Scheme Shares to Sun Holdings; and
 - (ii) Sun Holdings executing and delivering that share transfer form or those forms to Sunland; and
- (b) immediately upon receipt of the executed share transfer form or forms, Sunland must enter the name and address of Sun Holdings in the Share Register as the holder of all Scheme Shares.

5 Consideration

5.1 Consideration under the Scheme

Sun Holdings must by no later than the Business Day before the Implementation Date, deposit, or procure the deposit in Immediately Available Funds an amount equal to the aggregate amount of the Scheme Consideration payable to all Scheme Participants to the Trust Account (except that the amount of any interest on the amount deposited will be to Sun Holdings' account).

5.2 Payment of Scheme Consideration

- (a) On the Implementation Date, subject to receipt of the funds from Sun Holdings in accordance with clause 5.1 of this Scheme, Sunland must pay to each Scheme Participant an amount equal to the Scheme Consideration for each Scheme Share transferred to Sun Holdings on the Implementation Date by that Scheme Participant from the Trust Account.
- (b) The obligations of Sunland under clause 5.2(a) will be satisfied by Sunland (in its absolute discretion) and despite any election referred to in clause 5.2(b)(i) or authority referred to in 5.2(b)(ii) made or given by the Scheme Participant:
 - (i) paying, or procuring the payment of, the relevant amount in A\$ by electronic means to a bank account nominated by the Scheme Participant, where the Scheme Participant has made a valid election prior to the Record Date in accordance with the requirements of the

Registry to receive dividend payments from Sunland to that bank account;

- (ii) paying, or procuring the payment of, the relevant amount in A\$ by electronic means to a bank account nominated by the Scheme Participant by an appropriate authority from the Scheme Participant to Sunland; or
- (iii) dispatching, or procuring the dispatch of, a cheque drawn on an Australian bank for the relevant amount in A\$ to each Scheme Participant by pre-paid ordinary post (or, if the address of the Scheme Participant in the Share Register is outside Australia, by pre-paid airmail post) to their address recorded in the Share Register on the Record Date, with the 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 5.6).

(c) If:

- (i) a Scheme Participant does not have a Registered Address and no account has been notified in accordance with clause 5.2(b)(i) or a deposit into that account is rejected or refunded; or
- (ii) a cheque issued under this clause 5.2 has been cancelled in accordance with clause 5.3(a)(i),

Sunland as the trustee for the Scheme Participants may credit the amount payable to the relevant Scheme Participant to a separate bank account of Sunland (**Separate Account**) to be held until the Scheme Participant claims the amount or the amount is dealt with under the Unclaimed Money Act. If the amount is not credited to a 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 under the Unclaimed Money Act. Until that time as the amount is dealt with under the Unclaimed Money Act, Sunland must hold the amount on trust for the relevant Scheme Participant, but any interest or other benefit accruing from the amount will be to the benefit of Sun Holdings. An amount credited to the Separate Account or Trust Account (as applicable) is to be treated as having been paid to the relevant Scheme Participant when credited to the Separate Account or Trust Account (as applicable). Sunland must maintain records of the amounts paid, the people who are entitled to the amount and any transfers of the amounts.

- (d) If, following satisfaction of Sunland's obligations under clause 5.2(c), there is a surplus in the amount held by Sunland as trustee for the Scheme Participants in the Trust Account, that surplus must be paid by Sunland to Sun Holdings.
- (e) If this Scheme lapses after Sun Holdings has provided some or all of the Scheme Consideration in accordance with clause 5.1, but prior to Sun Holdings being entered into the Share Register as the holder of the Scheme Shares in accordance with clause 4.2(b), Sunland must immediately refund (or procure the refund) to Sun Holdings of the amount deposited into the Trust Account in accordance with clause 5.1, together with any interest thereon (less bank fees and charges).

5.3 Unclaimed consideration

- (a) Sunland may cancel a cheque issued under this clause 5 if the cheque:
 - (i) is returned to Sunland; or

- (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date and in any event not earlier than 20 Business Days after the Implementation Date, on request from a Scheme Participant, Sunland must reissue a cheque that was previously cancelled under clause 5.3(a).
- (c) The Unclaimed Money Act will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 7 of the Unclaimed Money Act). Any interest or other benefit accruing from the unclaimed Scheme Consideration will be to the benefit of Sun Holdings.

5.4 Fractional entitlements

Where the calculation of the Scheme Consideration to be issued to a particular Scheme Participant would result in an entitlement to a fraction of a cent, the fractional entitlement will be rounded to the nearest whole number as follows:

- (a) fractional entitlements of 0.5 or more of a cent will be rounded up to the nearest whole number; and
- (b) fractional entitlements of less than 0.5 of a cent will be rounded down to the nearest whole number.

5.5 Orders of a court or Regulatory Authority

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

- (a) requires payment to a third party of a sum in respect of Sunland Shares held by a particular Scheme Participant, which would otherwise be payable to that Scheme Participant in accordance with this Scheme, then Sunland must procure that payment is made in accordance with that order or otherwise by law; or
- (b) which would prevent Sunland from dispatching payment to any particular Scheme Participant in accordance with this Scheme, or the payment is otherwise prohibited by applicable law, Sunland will retain an amount, in Australian dollars, equal to the number of Sunland Shares held by that Scheme Participant multiplied by the Scheme Consideration until the time payment in accordance with this Scheme is permitted by that order or otherwise by law.

5.6 Joint holders

In the case of Sunland Shares held in joint names:

- (a) any Scheme Consideration payable in respect of those Sunland Shares is payable to the joint holders (unless the joint holders have nominated a bank account in accordance with clauses 5.2(b)(i) or 5.2(b)(ii), in which case the amount may be deposited to the nominated bank account of the joint holders) and any bank cheque required to be paid to Scheme Participants under this Scheme must be payable to the joint holders and be forwarded to the holder whose name appears first in the Share Register as at the Record Date; and
- (b) any other document required to be sent under this Scheme will be forwarded to the holder whose name appears first in the Share Register as at the Record Date.

5.7 Title to and rights in Scheme Shares

- (a) Immediately upon the provision of the Scheme Consideration to each Scheme Participant, Sun Holdings will be beneficially entitled to the Scheme Shares

transferred to it under this Scheme pending registration by Sunland of the name and address of Sun Holdings or its custodian in the Share Register as the holder of all Scheme Shares.

- (b) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to Sun Holdings will, at the time of transfer to Sun Holdings, vest in Sun Holdings free from all:
 - (i) Encumbrances and interests of third parties of any kind, whether legal or otherwise; and
 - (ii) restrictions on transfer of any kind.
- (c) To avoid doubt, notwithstanding clause 5.7(a), to the extent that clause 5.5(a) applies to any Scheme Participant, Sun Holdings will be beneficially entitled to any Scheme Shares held by that Scheme Participant immediately upon compliance with clause 5.5 on the Implementation Date as if Sun Holdings had provided the Scheme Consideration to that Scheme Participant.

6 Dealings in Sunland Shares

6.1 Determination of Scheme Participants

- (a) To establish the identity of Scheme Participants, Sunland will only recognise dealings in Scheme Shares if registrable transfers or transmission applications in respect of those dealings are received by the Registry on or before the Record Date.
- (b) Sunland must register those registrable transfers or transmission applications received on or before the Record Date, and Sunland will not accept for registration, nor recognise for any purpose, any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate, except a transfer to Sun Holdings pursuant to this Scheme and any subsequent transfer by Sun Holdings.

6.2 No issue

Sunland must not issue any Sunland Shares after the Effective Date and on or before the Implementation Date.

6.3 No registration of transfers

If this Scheme becomes Effective:

- (a) a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of any Scheme Shares or any interest in them after the Effective Date in any way except as set out in this Scheme, and any such disposal will be void and of no legal effect whatsoever; and
- (b) Sunland must not accept for registration nor recognise for any purpose any transmission application, transfer or other dealing in respect of Sunland Shares received after the Record Date, other than a transfer to Sun Holdings, in accordance with this Scheme.

6.4 Statements of holding

Subject to provision of the Scheme Consideration and registration of the transfer to Sun Holdings contemplated in clause 4.2, all statements of holdings (or certificates) for

Scheme Shares will cease to have any effect from the Record Date as documents of title in respect of those Scheme Shares, except as evidence of entitlement to the Scheme Consideration.

6.5 Maintenance of Share Register

- (a) In order to determine entitlement to the Scheme Consideration, Sunland must maintain, or procure the maintenance of, the Share Register in accordance with this clause 6 and close the Share Register as at the Record Date.
- (b) The Share Register in this form will solely determine the entitlements of Scheme Participants to the Scheme Consideration.

6.6 Details of Scheme Participants

As soon as possible and in any event within one Business Day of the Record Date, Sunland must make available to Sun Holdings the details of the names, Registered Addresses and holdings of Sunland Shares for each Scheme Participant as shown in the Share Register as at the Record Date, in the form Sun Holdings reasonably requires.

7 General Scheme provisions

7.1 Consent to Court amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) Sunland may by its counsel consent on behalf of all persons concerned to those alterations or conditions; and
- (b) each Scheme Participant agrees to any such alterations or conditions to which counsel for Sunland has consented.

7.2 Further action by Sunland

Each Scheme Participant irrevocably consents to Sunland doing all things (on its own behalf and on behalf of each Scheme Participant) necessary or incidental to give full effect to the implementation of this Scheme and the transactions contemplated by it.

7.3 Warranties by Scheme Participants

- (a) Each Scheme Participant acknowledges that this Scheme binds Sunland and all Scheme Participants, including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting.
- (b) Each Scheme Participant:
 - (i) agrees to the transfer of their Scheme Shares together with all rights and entitlements attaching to those shares in accordance with this Scheme;
 - (ii) agrees to the variation, cancellation or modification of the rights attached to their Scheme Shares, as relevant, constituted by or resulting from this Scheme; and
 - (iii) agrees to, at the direction of Sun Holdings, destroy any share certificates relating to their Scheme Shares.
- (c) Each Scheme Participant is taken to have warranted to Sun Holdings, and appointed and authorised Sunland as its attorney and agent to warrant to Sun Holdings, that it has no existing rights to be issued any Sunland Shares, Sunland options, Sunland convertible notes or any other Sunland securities.

- (d) Each Scheme Participant is taken to have warranted to Sun Holdings, and appointed and authorised Sunland as its attorney and agent to warrant to Sun Holdings, that:
- (i) all of its Scheme Shares transferred to Sun Holdings under this Scheme, including any rights and entitlements attaching to those shares, will, at the date of transferring them, be fully paid and free from all:
 - (A) Encumbrances; and
 - (B) restrictions on transfer of any kind; and
 - (ii) it has full power and capacity to transfer its Scheme Shares to Sun Holdings together with any rights and entitlements attaching to those shares under the Scheme.
- (e) Sunland undertakes that it will provide the warranties in clauses 7.3(c) and 7.3(d) to Sun Holdings as agent and attorney of each relevant Scheme Participant.

7.4 Appointment of sole proxy

Immediately upon the Scheme Consideration being provided by Sun Holdings to each Scheme Participant under clause 5 and until Sunland registers Sun Holdings as the holder of all Scheme Shares in the Share Register:

- (a) each Scheme Participant is deemed to have appointed Sun Holdings as attorney and agent (and to have directed Sun Holdings in that capacity) to appoint any director, officer, secretary or agent nominated by Sun Holdings 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;
- (b) no Scheme Participant may itself attend or vote at any shareholders' meetings or sign any shareholders' resolutions, whether in person, by proxy or by corporate representative (other than under clause 7.4(a));
- (c) each Scheme Participant must take all other actions in the capacity of a registered holder of Scheme Shares as Sun Holdings reasonably directs; and
- (d) each Scheme Participant acknowledges and agrees that in exercising the powers conferred by clause 7.4(a), Sun Holdings and any director, officer, secretary or agent nominated by Sun Holdings under that clause may act in the best interests of Sun Holdings as the intended registered holder of the Scheme Shares.

7.5 Authority given to Sunland

- (a) Each Scheme Participant, without the need for any further act, irrevocably appoints Sunland and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:
 - (i) enforcing the Deed Poll against Sun Holdings;
 - (ii) executing any document, or doing or taking any other act, necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including executing any share transfer forms,
 and Sunland accepts that appointment.

- (b) Sunland, as attorney and agent of each Scheme Participant, may sub-delegate its functions, authorities or powers under this clause 7.5 to all or any of its directors, officers or employees (jointly, severally or jointly and severally).

7.6 Scheme binding

Each of the Scheme Participants:

- (a) irrevocably consents to Sunland and Sun Holdings doing all things necessary or expedient for or incidental to the implementation of this Scheme; and
- (b) acknowledges that this Scheme binds Sunland and all of the Scheme Participants (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Sunland.

8 General

8.1 Stamp duty

- (a) Sun Holdings will:
 - (i) pay or reimburse all stamp duty, registration fees and any similar Taxes payable or assessed as being payable (if any) and any related fines and penalties payable on or in respect of this Scheme; and
 - (ii) indemnify each Scheme Participant against, and agrees to reimburse and compensate it, for any liability arising from failure to comply with clause 8.1(a)(i).
- (b) However, Sun Holdings need not pay, reimburse or indemnify against any fees, fines, penalties or interest to the extent they have been imposed because of Sunland's delay.

8.2 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Sunland, 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 Sunland's registered office or at the office of the Registry.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any Sunland Shareholder does not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

8.3 Governing law

The law in force in New South Wales governs this Scheme. The parties submit to the non-exclusive jurisdiction of the courts of that place and waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

8.4 Serving documents

Without preventing any other method of service, any document in an action in connection with this Scheme may be served on a party by being delivered or left at that party's address set out in the Details.



8.5 Further action

Sunland must promptly execute all documents and do all acts and things as may be necessary or expedient (on its own behalf and on behalf of each Scheme Participant) to implement and give full effect to this Scheme in accordance with its terms.

8.6 No liability when acting in good faith

Without prejudice to each parties' rights under the Scheme Implementation Agreement, each Scheme Participant agrees that Sunland, Sun Holdings and their respective directors, officers, secretaries and employees will not be liable for anything done or omitted to be done in performance of this Scheme or the Deed Poll in good faith.



Annexure C Deed Poll



Scheme Deed Poll

Sun Holdings GC Pty Ltd (ACN 677 077 771)
(Sun Holdings)

Homecorp Property Group Pty Ltd (ACN 162
293 763)
(Homecorp)

In favour of each Scheme Participant

MILLS OAKLEY
Level 7, 151 Clarence Street
SYDNEY NSW 2000
Telephone: +61 2 8289 5800
www.millsOakley.com.au

Details

Date 2024

BY Sun Holdings GC Pty Ltd (ACN 677 077 771) of c/o Morgan Conley Solicitors Pty Ltd, Level 6, 239 George Street, Brisbane QLD 4000
(**Sun Holdings**)

Homecorp Property Group Pty Ltd (ACN 162 293 763) of c/o Morgan Conley Solicitors Pty Ltd, Level 6, 239 George Street, Brisbane QLD 4000
(**Homecorp**)

IN FAVOUR OF Each person who is a Sunland Shareholder at the Record Date
(**Scheme Participants**)

Recitals

- A. Sun Holdings and Sunland have entered into the Scheme Implementation Agreement, under which Sun Holdings has agreed to enter into this deed.
- B. Sunland has agreed in the Scheme Implementation Agreement, subject to the satisfaction or waiver of certain conditions, to propose the Scheme.
- C. Under the Scheme, all Scheme Shares held by Scheme Participants will be transferred to Sun Holdings for the Scheme Consideration.
- D. Sun Holdings is entering into this deed to covenant in favour of the Scheme Participants that it will observe and perform its obligations under the Scheme.
- E. Homecorp is entering into this deed for the purposes of guaranteeing Sun Holdings performance of the steps attributed to it under the Scheme Implementation Agreement and the Scheme and to ensure that the Scheme Consideration is paid to the Scheme Participants.

Terms and Conditions

1 Definitions and Interpretation

1.1 Defined terms

In this deed:

Controller has the meaning given in the Corporations Act.

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

Details means the section of this deed headed "Details".

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this deed); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 14 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of the things described in paragraphs (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which a person relying on this deed reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Sunland means Sunland Group Limited (ACN 063 429 532).

Sunland Directors means the directors of Sunland.

Scheme means the scheme of arrangement under part 5.1 of the Corporations Act under which all Scheme Shares held by the Scheme Participants will be transferred to Sun Holdings, together with any amendment or modification made under section 411(6) of the Corporations Act and agreed to in writing by Sunland and Sun Holdings.

All other words and phrases used in this deed have the meaning given to them in the Scheme.

1.2 Interpretation

The rules for interpretation specified in clause 1.2 of the Scheme apply in interpreting this deed unless the context otherwise requires, except that the references to 'this Scheme' in that clause 1.2 of the Scheme are to be read as references to 'this deed'.

1.3 Nature of deed poll

Sun Holdings and Homecorp acknowledge that:

- (a) this deed 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
- (b) under the Scheme, each Scheme Participant irrevocably appoints Sunland and any of the Sunland Directors (jointly and each of them severally) as its agent and attorney to enforce this deed against Sun Holdings.

2 Condition precedent and termination

2.1 Condition

Sun Holdings and Homecorp's obligations under clause 3 are subject to the Scheme becoming Effective (other than clause 3.1(a), which applies on and from the date of this deed).

2.2 Termination

If:

- (a) the Scheme Implementation Agreement is terminated in accordance with its terms before the Scheme becomes Effective; or
- (b) the Scheme does not become Effective on or before the End Date,

then Sun Holdings and Homecorp's obligations under this deed automatically terminate and the terms of this deed are of no further force or effect, unless Sun Holdings, Homecorp and Sunland otherwise agree in writing.

2.3 Consequences of termination

If this deed is terminated under clause 2.2, then, in addition and without prejudice to any other rights, powers or remedies available to Sun Holdings or the Scheme Participants:

- (a) Sun Holdings and Homecorp are released from their obligations to further perform this deed except those obligations contained in clause 7.4 and any other obligations which by their nature survive termination; and
- (b) each Scheme Participant retains any rights, power or remedies it has against Sun Holdings and Homecorp in respect of any breach of this deed by Sun Holdings and Homecorp that occurred before termination of this deed.

3 Obligations and Scheme Consideration

3.1 Performance of obligations generally

- (a) Sun Holdings must comply with its obligations under the Scheme Implementation Agreement and do all acts and things necessary or desirable on its part to give full effect to the Scheme.
- (b) Subject to clause 2, each of Sun Holdings and Homecorp undertakes in favour of each Scheme Participant to perform the actions attributed to it under the Scheme as if it were a party to the Scheme.

3.2 Undertaking to provide Scheme Consideration

Subject to clause 2, Sun Holdings undertakes in favour of each Scheme Participant (and Homecorp undertakes in favour of each Scheme Participant to unconditionally and irrevocably guarantee the obligation of Sun Holdings) to:

- (a) provide or procure the provision of the Scheme Consideration to each Scheme Participant in accordance with the terms of the Scheme; and
- (b) undertake, or procure the undertaking of, all other actions attributed to it under the Scheme.

4 Representations and warranties

4.1 Sun Holdings representations and warranties

Sun Holdings represents and warrants to each Scheme Participant that:

- (a) **(status)** it is a company limited by shares and validly existing under the laws of its place of incorporation, and has power and authority to own its assets and carry on its business as it is now being conducted, and it is a wholly owned subsidiary of Homecorp;
- (b) **(power)** it has full legal capacity and power to enter into this deed and to carry out the transactions that this deed contemplates;
- (c) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this deed and its carrying out of the transactions this deed contemplates;
- (d) **(deed effective)** this deed constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditor's rights generally) subject to any necessary stamping;
- (e) **(no restrictions)** this deed does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound; and
- (f) **(solvency)** it is not Insolvent.

4.2 Homecorp representations and warranties

Homecorp represents and warrants to each Scheme Participant that:

- (a) **(status)** it is a company limited by shares and validly existing under the laws of its place of incorporation, and has power and authority to own its assets and carry on its business as it is now being conducted, and Sun Holdings is a wholly owned subsidiary of Homecorp;
- (b) **(power)** it has full legal capacity and power to enter into this deed and to carry out the transactions that this deed contemplates;
- (c) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this deed and its carrying out of the transactions this deed contemplates;
- (d) **(deed effective)** this deed constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditor's rights generally) subject to any necessary stamping;
- (e) **(no restrictions)** this deed does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound; and
- (f) **(solvency)** it is not Insolvent.

5 Continuing obligations

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

- (a) Sun Holdings and Homecorp have completely performed their obligations under this deed; or
- (b) the earlier termination of this deed under clause 2.2.

6 Variation and assignment

6.1 Variation

This deed or any right created under it may not be varied, altered or otherwise amended unless:

- (a) before the Second Court Date:
 - (i) Sunland, Sun Holdings and Homecorp agree to that variation, alteration or amendment in writing; and
 - (ii) the Court indicates that the variation, alteration or amendment would not itself preclude approval of the Scheme; or
- (b) on or after the Second Court Date, Sun Holdings and Homecorp agree to a variation in writing as approved by the Court,

in any of which events, Sun Holdings and Homecorp must enter into a further deed poll in favour of Scheme Participants giving effect to that variation.

6.2 Assignment

The rights and obligations of a person under this deed are personal. They cannot be assigned, novated, encumbered, charged or otherwise dealt with at law or in equity without the prior written consent of Sun Holdings and Homecorp, and any purported dealing in contravention of this clause 6.2 is invalid.

7 General

7.1 Notices

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing and sent to the address stated in the Details, or as otherwise advised by Sun Holdings and Homecorp from time to time, and marked to the attention of the person stated in the Details.

7.2 Governing law

- (a) This deed is governed by the laws in force of New South Wales.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with the Scheme, and waive any right they might have to claim that those courts are an inconvenient forum.

7.3 Serving documents

Without preventing any other method of service, any document in an action in connection with this document may be served on a party by being delivered or left at that party's address set out in the Details.

7.4 Stamp duty and registration fees

Sun Holdings and Homecorp must:

- (a) pay or reimburse all stamp duty, registration fees and any similar taxes payable or assessed as being payable, including any related fines, interest and penalties, in respect of or in connection with this deed, the performance of this deed and each transaction effected by or made or any instrument executed under this deed or the Scheme, including the transfer of the Scheme Shares to Sun Holdings under the Scheme; and
- (b) indemnify each Scheme Participant against, and agrees to reimburse and compensate it, for any liability arising from failure to comply with clause 7.4(a),

however, Sun Holdings and Homecorp need not pay, reimburse or indemnify against any fees, fines, penalties or interest to the extent they have been imposed because of Sunland's delay.

7.5 Cumulative rights

The rights, powers and remedies of Sun Holdings, Homecorp and the Scheme Participants under this deed are cumulative with and do not exclude the rights, powers or remedies provided by law independently of this deed.

7.6 Waiver of rights

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of a right provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

7.7 Consent

Sun Holdings and Homecorp consents to Sunland producing this deed to the Court.

7.8 Further assurances

Sun Holdings and Homecorp must promptly do all further acts and execute and deliver all further documents (on its own behalf or on behalf of each Scheme Participant) necessary or desirable to give full effect to this deed and the transactions contemplated by this deed.

7.9 Severability

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause 7.9 has no effect if the severance alters the basic nature of this deed or is contrary to public policy.



Execution page

EXECUTED as a deed poll

SIGNED, SEALED AND DELIVERED by
SUN HOLDINGS GC PTY LTD (ACN 677 077 771) in accordance with section 127 of the
Corporations Act 2001 (Cth):

Signature of Director

Signature of Director / Company Secretary
(delete as applicable)

Name of Director
(Please print)

Name of Director / Company Secretary
(Please print)

SIGNED, SEALED AND DELIVERED by
HEMOCORP PROPERTY GROUP PTY LTD (ACN 162 293 763) in accordance with section
127 of the *Corporations Act 2001 (Cth)*:

Signature of Director

Signature of Director / Company Secretary
(delete as applicable)

Name of Director
(Please print)

Name of Director / Company Secretary
(Please print)

