

K&L GATES

Microequities Employee Share Trust

Trust Deed

Microequities Ltd

ACN 110 777 056

(to be renamed Microequities Asset Management Group Limited)

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K&L Gates

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THIS DECLARATION OF TRUST is made on **22nd day of February 2018** by the company whose name, ACN and address are set out in Item 1 of Schedule 2 ("**Trustee**").

WHEREAS:

- A. The Company wishes to establish an incentive share plan to be known by the name set out in Item 2 of Schedule 2 ("Plan") to assist in attracting, retaining and motivating key employees of the Group.
- B. To facilitate the Plan it is desired to establish this Trust by way of declaration of trust by the Trustee.
- C. The Trustee has agreed to make a declaration of trust and to act as the Trustee of the Trust and hold the Trust Fund upon the benefit of participants in the Plan subject to the terms and conditions set out in this Deed.
- D. Upon declaration of trust, the Trustee has settled as the initial trust fund the sum of A\$100.00 to be held upon the trusts of this declaration upon the execution of this Deed.
- E. The Trust will acquire money or other property to be utilised solely in the activity of obtaining shares or rights to acquire shares in the Company, or a holding company (within the meaning of the Corporations Act) of the Company and providing those shares or rights to employees of the Group members.

THIS DECLARATION NOW WITNESSES AND IT IS HEREBY AGREED AND DECLARED

1. Definitions, interpretations

- 1.1 In the interpretation of this Deed, unless otherwise indicated by the context or subject matter:

Accounting Period means the period from the date of this Deed until the 30th day of June next following and thereafter the period commencing on the 1st day of July in any year and ending on the 30th day of June in the following year and, if the trusts created by this Deed terminate on or before the 30th day of June in any year, then the last trust period shall be the period commencing on the 1st day of July last preceding the date of termination and ending on the date of termination;

Application Money means (if any) money paid to the Trustee by a Group Member and/or the Eligible Employee, or the value of loans provided by the Trustee to the Eligible Employee and applied towards the Issue Price due and payable by the Eligible Employee for the Share Units issued to that Eligible Employee by the Trustee;

Associated Company means a body corporate which is related (within the meaning of that expression in the Corporations Act) to the Company and whose employee the Board determines shall participate in the Plan;

Cancellation Entitlement means in relation to a Share Unit, the entitlement referable to that Share Unit to be made by the Trustee to the Share Unit Holder in accordance with clause 13;

Change of Control means, in respect of an entity, a change in the identity of a person who is able to exercise Control, directly or indirectly (which includes the ability to remove or appoint all or a majority of the directors of the entity) over the entity;

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Closing Date means the eightieth anniversary of the date of this Deed or the date on which the Company terminates the Trust in accordance with clause 20;

Commencement Date means the date of execution of this Deed;

Company means Microequities Ltd ACN 110 777 056 (to be renamed Microequities Asset Management Group Limited).

Control has the meaning given to that term as set out in section 50AA of the Corporations Act.

Corporations Act means the Corporations Act 2001 (Commonwealth) (as amended);

Deed means this deed, including any schedule or annexure to it;

Director means a person holding the office of Director of the company appointed as Trustee;

Eligible Employee means a person who is an Employee at the time the person is selected by the Company to be invited in accordance with clause 7 to apply to the Trustee for Share Units;

Employee means a person who is in the permanent employment of a Group member and shall also include any director holding a salaried employment or office in a Group member;

"Issue Price" means that price payable by an Eligible Employee for a Share Unit, if any, and as set out in the Terms of Issue. For the avoidance of doubt, the Issue Price may be nil.

Group means the Company and each of its Associated Companies;

Income of the Trust Fund means the amount calculated in accordance with clause 15;

ITAA 36 – means the Income Tax assessment Act 1936;

ITAA 97 – means the Income Tax Assessment Act 1997;

Listing Rules means the official listing rules of ASX Limited;

Manager – means the person or entity appointed by the Trustee to manage the operation of the Trust;

Market Value – means:

- (i) subject to paragraph (ii), if the Shares are quoted on the Australian Securities Exchange (**ASX**), the volume weighted price per Share (**20 Day VWAP**) traded on the ASX over the 20 consecutive trading days (which shall not include any days on which Shares are suspended from the ASX) immediate preceding the date on which the market value is to be determined. The 20 Day VWAP shall not include transactions which are (i) special crossings; (ii) crossing prior to the commencement of normal trading; or (iii) the exercise of options over Shares;
- (ii) if the market value is being determined in the context of a scheme of arrangement or a takeover bid, the higher of the 20 Day VWAP or the price per Share specified as part of the scheme of arrangement or takeover bid; or

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- (iii) if the Shares are not quoted on the ASX, the market value of the Shares as determined by an appropriately qualified independent expert selected by the Board of the Company with no less than 10 years' experience in valuing business' similar to the business of the Group; ;

Plan means the Microequities Employee Share Trust Plan established and operated in accordance with this Deed and the Terms of Issue;

Register means the register of Share Unit Holders to be kept in accordance with clause 6;

Shares means shares or rights to acquire shares in the Company or a holding company (within the meaning of the Corporations Act) of the Company;

Share Unit Distribution Entitlement means in relation to a Share Unit in respect of an Accounting Period a sum equal to the income received or gains realised by the Trustee during that Accounting Period on the Share referable to that Share Unit in respect of which the Trustee declares a present and absolute entitlement after deducting:

- (i) all expenses and outgoings incurred by the Trustee in respect of the referable Share during the Accounting Period;
- (ii) such amount as, in the opinion of the Trustee, is or will be required to meet any Tax payable by the Trustee in respect of the income or gains; and
- (iii) any other amounts which in the opinion of the Trustee ought fairly to be deducted;

Share Unit means a Share Unit created pursuant to the Trust;

Share Unit Holder means the person for the time being registered in the Register as the holder of a Share Unit or his legal personal representative or joint legal personal representative;

Share Units in Issue means all existing Share Units but does not include any Share Units which have been cancelled.

Stipulated Date means in relation to a Share Unit the date, if any, specified by the Trustee at the time of the issue of the Share Unit as the stipulated date and if no date is stipulated, the date that is the four year anniversary of the date of issue of the Share Unit;

Tax means taxes, levies, imposts, deductions, charges, withholdings and duties (including, but not limited to, stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and other statutory charges;

Terminated for Cause means termination of an Employee's employment with a Group member, which, in the opinion of the Board of the Company, was due to:

- (a) serious or wilful misconduct,
- (b) wilful disobedience,
- (c) negligence or incompetence,
- (d) insubordination,

- (e) behaviour which damages or is likely to damage the business or reputation of the Group or the business or reputation of any of its clients; or
- (f) any person justifying summary dismissal at common law;

Terms of Issue means, in relation to a Share Unit, such further rights, benefits, conditions and obligations set out in the invitation to participate made by the Trustee and attaching to the Share Unit;

Trust means the trust hereby constituted and to be known by the name set out in Item 2 of Schedule 2, it being acknowledged that such name may be changed from time to time by the Trustee in consultation with the Company;

Trustee means the trustee named in Item 1 of Schedule 2;

Trust Fund means all property held by or on behalf of the Trustee under the Trust including, but not limited to, the moneys upon which the Trust is settled, all moneys paid to the Trustee for the issue of any Share Units pursuant to the provisions of this Deed, all moneys, Shares and property paid to or transferred to or borrowed and accepted or acquired by the Trustee or held on its behalf under the Trust, all additions or accretions or income in the hands of the Trustee or interest thereto, any proceeds of transfer of any Shares and property and includes any part or parts thereof;

Trust Period means the period from the establishment of the Trust under this Deed until the Closing Date;

Unvested Share Unit means a Share Unit that is, or is deemed to be, unvested in accordance with this Deed or the Terms of Issue

Vested Share Unit means a Share Unit that is no longer subject to any vesting conditions, including time or performance based conditions, as set out in the Terms of Issue

- 1.2 In this Deed, clause headings are inserted for convenience for reference only and shall be ignored in the interpretation of this Deed.
- 1.3 In the interpretation of this Deed, unless the context otherwise indicates:
 - (a) references to a clause or a Schedule or an Attachment shall be construed as references to a clause of or a Schedule to or an Attachment to this Deed and references to this Deed shall include its Schedules and Attachments;
 - (b) references to this Deed or to any specified provision of this Deed shall be construed as references to this Deed or that provision of this Deed (as the case may be) as altered or modified in accordance with this Deed;
 - (c) references to any statute, ordinance or other law shall include all regulations and other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof;
 - (d) words importing the singular shall include the plural and vice versa, words importing a gender shall include other genders and vice versa and references to the present tense also import the future tense;

- (e) in the event of any ambiguity, the provisions of this Deed shall be construed broadly so as to widen and not to restrict the powers, authorities and discretions of the Trustee;
- (f) if part or all of any clause contained in this Deed is void or invalid or would otherwise result in all or part of this Deed being void or invalid for any reasons whatsoever, then such part shall be severed from this Deed and shall not affect the validity or operation of any other provision of this Deed.

2. Declaration of trust

- 2.1 The Trustee has agreed to act as trustee of the Trust and accepts the appointment and declares that it will hold the Trust Fund on trust, on the terms and conditions in this Deed.
- 2.2 The Trustee may settle rules for the administration of the Trust, the selection of Shares, the acquisition and disposal of Shares and the exercise of its powers under the Trust.

3. Commencement date and term

The Trust will come into operation from the date upon which this Deed is executed and will terminate on the Closing Date.

4. Contributions and purchase of shares

- 4.1 Following declaration of the Trust pursuant to clause 2, the Company will settle on the Trustee from time to time such further contributions of amounts of moneys or loans of amounts of moneys as the Company may decide having regard to the guidelines outlined in Schedule 1 of this Deed.
- 4.2 Such further contributions of amounts of moneys, or loans of amounts of moneys as are settled from time to time, shall be applied by the Trustee for the issue of Share Units in the Trust or in making loans to Eligible Employees for the purpose of making application to the Trustee for the issue of Share Units in the Trust. Application Moneys received and accepted by the Trustee from Eligible Employees shall be used to exclusively acquire Shares and allocate those to Share Units in the Trust.
- 4.3 Other than in respect of voting rights, the Share Units provide to Share Unit Holders substantially the same rights in respect of the Shares which are referable to the Share Units as if the Share Unit Holders were the legal owners of the Shares, including the rights to receive the income deriving from the Shares including dividends declared on the Shares but excluding voting rights in relation to the Shares.

5. Division of the trust fund into units

- 5.1 The beneficial interest in the Trust Fund is divided into Share Units. As at the date of this deed, each Share Unit shall be designated as an ordinary Share Unit and will be subject to their Terms of Issue.
- 5.2 The Trustee may create different classes of Share Units, alter the number of Share Units in Issue in any one or more of the following ways:
 - (a) by issuing new Share Units pursuant to clause 10;
 - (b) by cancelling Share Units pursuant to clause 12;

- (c) by consolidating and dividing all Share Units in Issue into Share Units of larger nominal amount than the then Share Units in Issue;
- (d) by subdividing all Share Units in Issue into Share Units of smaller nominal amount than the then Share Units in Issue; and
- (e) by any combination of the above.

5.3 Each Share Unit shall be referable to one Share.

5.4 Subject to the Terms of Issue a Share Unit entitles the holder:

- (a) to receive a distribution in respect of each Accounting Period equal to the Share Unit Distribution Entitlement;
- (b) to a Cancellation Entitlement on cancellation in accordance with clause 13;
- (c) to distributions of the net income of the Trust Fund in accordance with clause 15;
- (d) to request the Trustee to pass a resolution cancelling the Share Unit in accordance with clause 12; and
- (e) to any rights or benefits and subjects the holder of the Share Unit to any obligations set out in the Terms of Issue (if any), but does not entitle the holder:
 - (i) to interfere with or question the exercise or non-exercise by the Trustee of any powers, authorities or discretions conferred on it by this Deed and in respect of such property other than when a Share Unit Holder becomes presently and absolutely entitled to the net income of the Trust Fund pursuant to the operation of clause 15; and
 - (ii) to any rights whatsoever except as expressly conferred by this Deed or the Terms of Issue (if any).
- (f) to voting rights attaching to the Share Units in accordance with clause 18.

6. The register

6.1 The Trustee shall establish and keep a register (hereinafter called "the Register") of Share Unit Holders at such place and in such form as it considers adequate and shall enter therein the following particulars:

- (a) the name and address of each Share Unit Holder;
- (b) the number and class of Share Units in respect of which he is registered, and the distinctive number of the certificate issued to him under clause 9 in respect of those Share Units;
- (c) the date on which any Units are entered into the Register in his name;
- (d) the date on which he ceases to be registered as the holder of any Share Unit; and
- (e) any other details which the Trustee may consider necessary or desirable.

6.2 The Trustee shall not incur any liability or responsibility on account of any mistake in the Register.

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- 6.3 Every Share Unit Holder shall promptly notify the Trustee of any change of name or address and the Trustee shall alter the Register accordingly.
- 6.4 A Share Unit shall be deemed to have been issued to the person entitled thereto when the name of such person has been recorded in the Register.

7. Invitation to participate

The Company shall advise the Trustee of the Eligible Employees who have been selected by the Company from time to time to participate in the Plan. Those Eligible Employees shall then be invited in writing by the Trustee in such form as the Trustee may from time to time determine to make application to the Trustee for the issue of a specified number of Share Units as determined in the absolute discretion of the Company on such terms as are notified by the Company **PROVIDED THAT** the number of Share Unit Holders under the Trust shall never exceed 20.

8. Issue limitations

- 8.1 Share Units will only be issued under the Plan to any Eligible Employee who is also a Director or a related party of the Company after the members of the Company have approved by ordinary resolution the proposed issue, if such approval is required by the Listing Rules.

9. Unit certificates

The Trustee shall notify the Eligible Employees of the acceptance of the applications for participation in the form of Attachment 1 (or each other form as the Trustee may from time to time determine) and shall issue a certificate to each Share Unit Holder in the form of Attachment 2 or in such form as the Trustee may from time to time determine specifying the name and address of the Share Unit Holder and the number and class of Share Units to which it relates. Each such certificate shall bear a distinctive number and shall be signed by or on behalf of the Trustee.

10. Issue of units

- 10.1 The Trustee may from time to time cause Share Units to be created and may increase the number of Share Units in Issue by accepting in whole or in part applications for Share Units in accordance with the terms of this clause or as the Trustee may otherwise determine.
- 10.2 An application for Share Units shall only be made by Eligible Employees and only in accordance with the form in Attachment 1 or such other form as the Trustee may approve and shall state the number and class of Share Units applied for and the Shares to be acquired by the Trustee. An application for Share Units may be accompanied by a request to the Trustee pursuant to clause 11.1 for a loan of an amount equal to the total Issue Price of Share Units applied for together with a direction to the Trustee to apply the loan moneys in payment of the Issue Price of Share Units in the event that the Trustee approves the loan and the application for the Issue of Share Units. If the Trustee receives an application for a loan then the Trustee will be treated as having approved that loan application if the Trustee issues Share Units to the applicant, which Share Units have a total Issue Price equivalent to the amount of the loan applied for.
- 10.3 As soon as practicable after the receipt of an application for Share Units pursuant to clause 10.2 and/or as otherwise set out in the Terms of Issue, the Trustee shall notify the applicant of:

- (a) the number and class of Share Units issued to the applicant; and
- (b) the Issue Price per Share Unit (which may be nil).

10.4 The Trustee shall use the Application Moneys to:

- (a) acquire the Shares as soon as practicable following notification to the Eligible Employee pursuant to clause 10.3;
- (b) pay any costs incurred in the acquisition of Shares including, but not limited to, brokerage and stamp duty;
- (c) invest any balance remaining in a cash management account or similar investment.

10.5 The Trustee shall designate the Shares acquired pursuant to clause 10.4 as referable to the relevant Share Units.

10.6 Share Units cannot be transferred or assigned or otherwise dealt with in favour of any person nor can any equitable, contingent, future or partial interest or other security interest be created in a Share Unit without the prior written consent of the Trustee, with such consent being given or withheld in the Trustee's sole and absolute discretion.

10.7 The Trustee may not, without the prior approval of the relevant Share Unit Holder sell any Shares referable to Share Units held by that Share Unit Holder and may only effect a disposal of referable Shares (including an in specie distribution of referable Shares) by way of a distribution of a Cancellation Entitlement or as may be contemplated under clause 10.8.

10.8 If an offer is made for all or part of the Shares and the Company (or Associated Company) has been served with a bidders statement under the Corporations Act, or a proposed scheme of arrangement is announced for all or part of the Shares which is approved by the Company's members, the Trustee may, in consultation with the Company, dispose of any Unvested Shares referable to Share Units in accordance with the relevant transaction and determine:

- (a) the form of consideration to be received by the Trustee in connection with the relevant transaction (for example, cash, shares or other securities or a combination of them);
- (b) that any shares or other securities received by the Trustee be treated in accordance with this Deed as if they were referable to Share Units.

11. Financing acquisition of share units

11.1 An Eligible Employee may, subject to the provisions of this clause, request the Trustee to lend the Eligible Employee an amount equal to the total Issue Price payable for Share Units to be acquired by the Eligible Employee under the Trust.

11.2 A loan application pursuant to clause 11.1 shall be made in writing at the time of application pursuant to clause 10.2 in such form as the Trustee approves from time to time.

11.3 The loan application shall be approved or not approved at the absolute discretion of the Trustee but after consultation with the Company and shall be treated as having been approved on the issue of Share Units to the relevant Eligible Employee.

- 11.4 Any loan approved shall be subject to the following terms and conditions (and such other terms as the Trustee may require):
- (a) the loan can only be used to acquire Share Units;
 - (b) no repayment of the loan is required until cancellation of Share Units acquired with the money borrowed by the Eligible Employee;
 - (c) the Eligible Employee may repay in full or in part the loan at any time prior to the cancellation of Share Units;
 - (d) provided the Eligible Employee is a current Employee of a Group member, the loan shall not bear interest, otherwise interest on the loan may be calculated and payable at the benchmark interest as defined in the Fringe Benefits Tax Assessment Act 1986 or as determined pursuant to section 109N(2) of ITAA 36;
 - (e) the loan cannot be assigned;
 - (f) the Share Unit Holder must, when any Share Unit is cancelled, repay any moneys borrowed by the Share Unit Holder from the Trustee which were used by the Share Unit Holder to acquire that Share Unit;
 - (g) the amount of the loan repayable on the cancellation of any Share Unit shall be equal to the Issue Price of the Share Unit cancelled less any amount of the loan already repaid; and
 - (h) where the Eligible Employee is required to repay to the Trustee moneys borrowed by the Eligible Employee and an amount is payable by the Trustee to the Eligible Employee as a Cancellation Entitlement for Share Units cancelled, the Trustee shall set off the amount payable by the Eligible Employee to the Trustee against any amount payable by the Trustee to the Eligible Employee. The liability of the Eligible Employee to the Trustee shall be reduced by the amount set off.

12. Cancellation of share units

- 12.1 The Trustee may by resolution cancel all or a specified number of Share Units registered in a particular Share Unit Holder's name on the happening of any of the following events:
- (a) notification by the Company to the Trustee of:
 - (i) the termination of employment of the Share Unit Holder before, on or after the Stipulated Date; or
 - (ii) the number of Vested Share Units and/or Unvested Share Units that are to be cancelled on or after the Stipulated Date;
 - (b) notification by the Company to the Trustee of the Share Unit Holder transferring or assigning or attempting to transfer or assign a Share Unit or creating or attempting to create any equitable, contingent, future or partial interest or other security interest in a Share Unit;
 - (c) receipt by the Trustee of a request in writing from the Share Unit Holder to cancel one or more Share Units provided that request is:
 - (i) made after the Stipulated Date; and

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- (ii) made with the written approval of the board of directors of the Company;
- (d) prior to the Stipulated Date, upon the Share Unit Holder committing an act of bankruptcy or being declared bankrupt or upon the Share Unit Holder entering into a scheme of arrangement with creditors under Part X of the Bankruptcy Act or in the event that an order is made for the Share Unit Holder's estate to be administered under the laws relating to mental health.
- 12.2 On termination of employment of the Share Unit Holder with a Group member, the Trustee will effect a cancellation of the Share Units except where after consultation with the Company the Trustee is satisfied that it is in the best interests of the Group to defer the cancellation to such later date as the Trustee determines.
- 12.3 Requests for cancellation of Share Units by Share Unit Holders shall be made in such form as the Trustee may determine. No Share Unit Holder may make more than 2 requests for cancellation in any 12 month period PROVIDED THAT the Trustee may meet a further request or requests for cancellation at its absolute discretion. A request for cancellation of Share Units by Share Unit Holders is irrevocable except with the consent of the Trustee.
- 12.4 On the Trustee resolving to cancel Share Units, the Units specified in the resolution, shall automatically be cancelled and the Trustee shall alter the Register accordingly and by notice in writing to the Share Unit Holder the Trustee shall notify the Share Unit Holder of:
- (a) the cancellation of the Share Units specified in the resolution formerly registered in that Share Unit Holder's name;
- (b) the Cancellation Entitlement for each of the Share Units cancelled; and
- (c) the amount of the loan outstanding under clause 11 (if any) now repayable as a result of the cancellation.
- 12.5 The Share Unit Holder shall forthwith surrender to the Trustee for cancellation any certificates relating to Share Units cancelled. If all of the Share Units comprised in any certificate have not been cancelled the Trustee shall issue to the Share Unit Holder a new certificate for the balance of the Share Units not cancelled.

13. Vesting and Cancellation entitlements

13.1 Vesting

- (a) Unless the Trustee decides otherwise in its sole discretion, if, prior to the Stipulated Date:
- (i) an Employee's employment with a Group member is Terminated for Cause; or
- (ii) the Employee resigns or gives notice of an intention to resign his or her employment with any Group member,

for the purposes of calculating any Cancellation Entitlement, all Share Units will be deemed to be Unvested Share Units.

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- (b) If a Change of Control of the Company or the ultimate parent company of the Company (**Change of Control Event**) happens, all Share Units held by that Share Unit Holder will be deemed to be Vested Share Units.
- (c) If prior to the Stipulated Date, an Employee's' employment with a Group member is terminated for reasons other than those set out in 13.1(a)(i), 13.1(a)(ii) or 13.1(b), the Trustee may, in its sole discretion treat some Share Units as Vested Share Units and others as Unvested Share Units by reference to the satisfaction (or non-satisfaction) of any vesting conditions set out in the Terms of Issue.

13.2 The Cancellation Entitlement shall be:

- (a) for each Vested Share Unit cancelled (at the Trustee's election):
 - (i) the in specie distribution of each Share that is referable to each Vested Share Unit; or
 - (ii) the payment in cash equal to the Market Value of each Share that is referable to each Vested Share Unit (less any transaction costs, applicable taxes and any right of set off); and
- (b) for each Unvested Share Unit, nil; and
- (c) for each Share Unit cancelled pursuant to clauses 12.1(b) (attempted transfer) or 12.1(d) (bankruptcy), nil.

14. Distribution on cancellation and other capital distributions

14.1 Subject to the Trustee's right of set off in relation to any outstanding loan moneys:

- (a) the Trustee shall on cancellation of a Share Unit distribute to the Share Unit Holder the Cancellation Entitlement for that Share Unit and any Share Unit Distribution Entitlement for that Share Unit relating to an Accounting Period that ended prior to the cancellation of the relevant Share Unit that remains unpaid; or
- (b) where the Share Unit Holder has died the Trustee shall distribute the Cancellation Entitlement and any unpaid Share Unit Distribution Entitlement to the legal personal representative of the Share Unit Holder.

The distribution shall be made as soon as practicable after the cancellation of the relevant Share Unit. In addition, in relation to any Vested Share Units, the Trustee must use its best endeavours to distribute the Cancellation Entitlement in relation to those Vested Share Units as soon as practicable but in any event by no later than 90 days following the date on which those Share Units become Vested Share Units.

14.2 Before determining any Cancellation Entitlement for any Share Units being cancelled in accordance with the provisions of this Deed, the Trustee will review the assets of the Trust Fund.

14.3 Before determining any Cancellation Entitlement for any Share Unit cancelled, the Trustee shall be entitled to set off against the value of the Cancellation Entitlement at the date of cancellation the amount of any moneys borrowed by the Eligible Employee (if any) and which are still repayable to the Trustee as a result of the cancellation of that Share Unit and the Trustee shall adjust the value of the distribution to be made in Shares (or cash) accordingly.

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- 14.4 For the purpose of meeting any Cancellation Entitlement, the Trustee may without limiting the exercise of any other power contained herein:
- (a) transfer or assign Shares or any other property which may be comprised in the Trust Fund the value of which is sufficient to provide all or part of the Cancellation Entitlement;
 - (b) pay out of the Trust Fund or any part thereof any moneys in its hands whether received, held or deemed to be income or being cash contributed to the Trust Fund;
 - (c) carry out any combination of the above.
- 14.5 To the extent that there is capital of the Trust Fund that exceeds the capital amounts that are payable or may become payable as Cancellation Entitlements, the Trustee may pay or apply part or all of that excess capital to any one or more of the holders of units of any class or classes as the Trustee determines in its absolute discretion.

15. Distribution of Income of the fund

- 15.1 The Trustee must determine the Income of the Trust Fund for each Accounting Period.
- 15.2 The Trustee may in its absolute discretion determine whether any receipt, profit, gain, payment, loss, outgoing or any sum of money or Share in any Accounting Period is or is not to be treated as being on income or capital account, and further whether the Income of the Trust Fund is to be calculated as including any actual or deemed capital gain arising under the ITAA 97 provided that if the Trustee shall fail to make a determination or to the extent to which the Trustee fails to make a determination prior to the end of such Accounting Period pursuant to this clause then the Income of the Trust Fund for such Accounting Period shall be calculated in the same manner as the net income of the trust estate is to be calculated under the provisions of the ITAA 36 and ITAA 97.
- 15.3 The Share Unit Holders (including a Share Unit Holder whose Share Units have been cancelled during the Accounting Period) shall be presently and absolutely entitled to a portion of the Income of the Trust Fund derived during an Accounting Period (such portion being the **Share Unit Holders' Entitlement**) which is equal to the sum of the Share Unit Distribution Entitlement for that Accounting Period attaching to their Share Units under clause 5.4(a).
- 15.4 The Trustee may pay or apply that portion (if any) of the Income of the Trust Fund that exceeds the Share Unit Holders' Entitlement to any one or more of the holders of units of any class or classes as the Trustee determines in its absolute discretion.
- 15.5 If in any Accounting Period the net income of the trust estate (as determined pursuant to the ITAA 36 and ITAA 97) in respect of the Trust Fund exceeds the Income of the Trust Fund (as determined pursuant to clause 15.2), the excess shall, unless determined to the contrary by the Trustee prior to the end of the Accounting Period, be deemed to form part of the Income of the Trust Fund and may be distributed to the any one or more of the holders of units of any class or classes as determined by the Trustee in its absolute discretion.
- 15.6 The Income of the Trust Fund derived during each Accounting Period to which Trustee in its absolute discretion deems the Share Unit Holder to be presently and absolutely entitled pursuant to clause 15.3 or 15.5 shall be distributed among Share Unit Holders in

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accordance with their entitlement thereto within twelve months of the last day of such Accounting Period.

- 15.7 The Trustee may at any time during an Accounting Period resolve to make an interim distribution of Income of the Trust Fund and upon its so resolving the Income of the Trust Fund which is the subject of such resolution shall be distributed to the Share Unit Holders as determined by the Trustee in its absolute discretion and the Share Unit Holders shall be presently and absolutely entitled to such interim distributions.

16. Trustee

Nature, Appointment and Removal

- 16.1 The Trustee from time to time of the Trust shall be a body corporate.
- 16.2 The Company may appoint a new Trustee, and must do so if the Trustee retires.
- 16.3 The Trustee will cease to be the Trustee:
- (a) when the Company serves notice in writing to that effect on the Trustee; or
 - (b) upon a receiver or manager or administrator of the Trustee being appointed or the Trustee going into liquidation or an order or resolution being made for its winding-up, PROVIDED THAT the Trustee's appointment shall not cease until a new Trustee has been appointed and the new Trustee has accepted that appointment.

Transfer of Assets

- 16.4 Upon a change of Trustee, the retiring Trustee will promptly and expeditiously execute all transfers, deeds or other documents necessary to transfer all money and trust property into the name of the new Trustee.

Other Powers of Trustee

- 16.5 Without prejudice to the powers vested in the Trustee by this Deed or otherwise, the Trustee will have the following powers:
- (a) to enter into and execute all contracts, deeds and documents and do all acts, matters or things which it may deem expedient for the purpose of giving effect to and carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by this Deed;
 - (b) subject to clause 10.7, to purchase or otherwise acquire and to sell or otherwise dispose of property, rights or privileges on such terms and conditions as it thinks fit;
 - (c) to appoint and at its discretion remove or suspend custodian trustees, agents, servants and other delegates, to determine the powers and duties to be delegated to them and to pay such remuneration to them as it may think fit;
 - (d) to institute, conduct, defend, compound or abandon any legal proceeding concerning the affairs of the Trust and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Trust;

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- (e) to settle or compromise any claim or demand by or against the Trust, and to refer any claim or demand by or against the Trust to arbitration and observe and carry out awards;
- (f) to make and give receipts, releases and other discharges for money payable to the Trust and for the claims and demands of the Trust;
- (g) to open bank accounts and to retain on current or deposit account at any bank such moneys as it considers proper and to make regulations for the operation of such bank accounts, including the signing and endorsing of cheques in connection with such accounts;
- (h) to maintain proper written financial records in respect to the activities of the Trust and cause those records to be audited annually and to be made available for inspection by Share Unit Holders at an office of the Trust during normal business hours or such other times as is agreed with beneficiaries;
- (i) to determine who shall be entitled to sign on the Trust's behalf receipts, acceptances, endorsements, releases, contracts and documents;
- (j) to receive money from the Company and deal with it in accordance with this Deed;
- (k) to lend money to an Eligible Employee for the purpose of acquiring Units on the terms and conditions set out in clause 11.

Reimbursement of Expenses

16.6 The Company agrees to reimburse the Trustee, on demand, for all costs and expenses incurred in the operation of the including any expenses (including brokerage and stamp duty) or any tax (including income tax) or other charges the Trustee is required to pay in respect of the acquisition or disposal of Shares and the operation of this Deed. However, for the avoidance of any doubt, the Trustee must not levy any fees or charges for operating and administering the Trust.

Indemnity to Trustee

16.7 The Trustee is indemnified by the Company against all liabilities incurred by it through any act or omission in the exercise of the powers, authorities, duties and discretions under this Deed or in the bona fide intended or purported exercise of its powers, authorities, duties and discretions under this Deed and shall have a lien on the Trust Fund for such indemnity. The Trustee will not be liable for any act or default done or omitted to be done in the exercise of its powers, authorities, duties and discretions or for any loss or expenses incurred through the insufficiency or deficiency of any security in or upon which any of the moneys of the Trust may be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any moneys or securities are deposited or for any other loss, damage or misfortune whatever except where due to its own dishonesty or wilfully or knowingly being a party to a breach of trust. References in this clause to the Trustee include any Director and any custodian trustee, agent, servant or other delegate appointed pursuant to clause 16.5.

Trustee's Discretions

16.8 The Trustee or any Director or other officer of the Trustee may exercise or concur in exercising all powers, authorities and discretions conferred on the Trustee, Director or

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officer as the case may be by this Deed or by law notwithstanding that it or he may have a direct or other personal interest in the mode or result of exercising any such power, authority or discretion.

- 16.9 The Trustee in the exercise of the powers, authorities and discretions vested in it by this Deed shall have an absolute and uncontrolled discretion and may exercise or enforce all or any of those powers, authorities and discretions at any time and from time to time or may refrain from exercising all or any of them from time to time or at all.
- 16.10 The Trustee may exercise any powers, authorities or discretions either alone or with another person.
- 16.11 The Trustee has the power to do anything the Trustee considers is necessary or incidental to the exercise of any power, authority or discretion given to the Trustee.
- 16.12 Except as otherwise agreed by the Trustee and all Share Unit Holders, the Trustee may exercise every power, authority and discretion given to a trustee by the laws of the State or Territory.
- 16.13 Despite any other provision of this Deed, the Trustee is not required to do any thing in respect of the Trust or the Trust Fund which is prohibited by law.

17. Share unit holders

- 17.1 For the purposes of this Deed the consent or approval of all the Share Unit Holders to any act, matter or thing in respect of which their consent or approval is required under any of the provisions hereof will be conclusively deemed to have been given upon production of a consent or consents, or approval or approvals in writing executed by or under the authority of all the Share Unit Holders.
- 17.2 Notwithstanding any other provision of this Deed or any provision included or deemed to be included therein (whether expressly or by implication), the entire liability of each Share Unit Holder will be limited to the amount paid in or towards the Issue Price in respect of each of the Share Unit Holder's Units. Once any Share Unit has become fully paid, or is cancelled, notwithstanding that at such time it was not fully paid, no Share Unit Holder will have any liability to make any further contribution to the Trust Fund or payment to the Trustee in respect thereof. Share Unit Holders shall not be personally liable, whether by way of indemnity or otherwise, to the Trustee or any other person in respect of any loss, damage, outgoing or liability accruing as a result of any transaction, dealing, or investment made by the Trustee or any business or course of action carried on or carried out by the Trustee or otherwise accruing in the administration of the Trust Fund.
- 17.3 Any moneys payable by the Trustee to a Share Unit Holder under the provisions of this Deed may be paid by electronic fund transfer or by cheque drawn in favour of the Share Unit Holder and delivered to the Share Unit Holder in person or through the post to the address in the Register of such Share Unit Holder or his legal personal representative.
- 17.4 The receipt of a Share Unit Holder or his legal personal representative for any moneys payable hereunder or any investments or property transferable hereunder to that Share Unit Holder is a good discharge to the Trustee.

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18. Voting rights

- 18.1 The Trustee may, but is not obliged to, provide each Share Unit Holder with a copy of each notice of general meeting of the Company, which is received by the Trustee.
- 18.2 Unless otherwise set out in the Terms of Issue, voting rights in relation to Shares are as follows:
- (a) a Share Unit Holder may direct the exercise of any voting rights attaching to Shares held by the Trustee for his or her benefit by directing the Trustee to vote these Shares at any meeting of members of the Company in relation to any resolution on which voting occurs by way of poll;
 - (b) the Trustee must not vote in respect of any Shares which are subject to the Plan on any resolution where voting occurs by a show of hands;
 - (c) in respect of voting occurring by poll, the Trustee must exercise the voting rights attached to Shares referable to Share Units in accordance with the instructions of the Share Unit Holder given under clause 18.2(a) and received by the Trustee not less than 72 hours prior to the relevant meeting; and
 - (d) in respect of voting occurring by poll, the Trustee must abstain from exercising any voting rights attaching to any Shares held under the Plan in respect of which it has not received instructions in accordance with clause 18.2(c).

19. Meetings of Share Unit Holders

- 19.1 The Trustee may at any time, and shall on the requisition in writing of 3 Share Unit Holders (or such lower number as the Trustee may determine) convene a meeting of Share Unit Holders. Any requisition must be signed by the requisitionist and be served on the Trustee and must state the objects of the meeting and the terms of any resolution proposed to be submitted to the meeting.
- 19.2 Fourteen clear days notice specifying the place, day and hour of meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed shall be given to all Share Unit Holders but the accidental omission to give such notice to or the non-receipt of such notice by a Share Unit Holder shall not invalidate the meeting. A meeting may be held without such notice if all Share Unit Holders consent.
- 19.3 No business shall be transacted at a meeting of Share Unit Holders unless there is present a quorum comprising the holders of one half of the Units in Issue.
- 19.4 A resolution submitted to a meeting of Share Unit Holders shall be carried if approved by a majority of the votes cast.
- 19.5 Every question submitted to a meeting of the Share Unit Holders shall be decided by a show of hands unless a poll is demanded by any Share Unit Holder present. On a show of hands every Share Unit Holder who is present in person shall have one vote. On a poll every Share Unit Holder who is present in person or by proxy shall have one vote for each Unit held.
- 19.6 An instrument appointing a proxy shall be in writing and shall be presented to the chairman of the meeting. Any person may act as a proxy whether or not he is a Share Unit Holder.

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- 19.7 The Trustee may nominate the person to take the chair at any meeting of Share Unit Holders, but in the absence of any person so nominated the Share Unit Holders shall choose one of their number to be chairperson.

20. Termination of trust

- 20.1 The Company may at any time terminate the Trust hereby created.
- 20.2 In the absence of any termination under clause 20.1, the Trust hereby created shall terminate on the Closing Date.
- 20.3 Upon the termination of the Trust the following provisions shall have effect:
- (a) The Trustee shall as soon as practicable after the termination of the Trust give to each Share Unit Holder notice of the termination of the Trust and of its intention to distribute the Trust Fund.
 - (b) The Trustee shall as soon as practicable distribute in specie the Trust Fund amongst the Share Unit Holders registered as such on the date of such termination having regard to the Shares referable to the Share Units of which they were then respectively registered as the holders upon the execution by such Share Unit Holders in favour of the Trustee of such release as may be reasonably required by the Trustee and the delivery for cancellation to the Trustee (or to such person as it appoints) of the certificates for Share Units held by such Share Unit Holders respectively.
 - (c) The Trustee may retain in its hands or under its control for as long as it thinks fit such part of the Trust Fund as in its opinion may be required to meet any outgoings or liabilities (actual or contingent) in respect of the Trust Fund or any of the investments thereof PROVIDED THAT any investment or money so retained to the extent that they are ultimately found not to be so required shall remain subject to the Trust for conversion and distribution in accordance with clause 20.3(b).
 - (d) If, after distributing the Trust Fund in accordance with clause 20.3(b) any assets remain, such assets will be firstly applied in meeting the outgoings and liabilities of the Trust Fund and thereafter applied by the Trustee to or for the benefit of any Eligible Employee or any other employee share scheme for the benefit of employees of the Group members as the Trustee in its absolute discretion determines and, if provided to or for two or more persons, in such proportions as the Trustee in its absolute discretion determines.
 - (e) The Trustee's decision as to the assets available to be distributed to Share Unit Holders under the provisions of this Clause shall be final and binding upon all Share Unit Holders.

21. Plan expenses

Plan expenses, to the extent that they are not met out of the Trust Fund are to be met by the Company.

22. Alteration of this deed

- 22.1 Subject to clause 22.2, the Trustee may amend, by deed or by resolution, any of the provisions of this Deed, including this clause 22.1.

22.2 No amendment to the provisions of this Deed may be made which in the opinion of the Trustee would adversely affect in a material way the rights of Share Unit Holders at the time of such amendment without the prior consent of the holders of 75% of the issued Share Units whose rights are so affected, other than an amendment introduced primarily:

- (a) for the purpose of complying with or conforming to present or future State or Commonwealth legislation governing or regulating the maintenance or operation of the Plan or like plans;
- (b) to change the definition of Trust Period;
- (c) to correct any manifest error or mistake;
- (d) to introduce any change or amendment which is of a technical or administrative nature only.

23. Miscellaneous provisions non-exclusivity

23.1 The Trust is not and shall not be deemed to be the exclusive method of providing incentive compensation for Eligible Employees, nor shall it preclude the Company or any Associated Company from authorising or approving other forms of incentive compensation for employees of the Company or any Associated Company.

Rights of Participants

23.2 Nothing in this Deed:

- (a) confers upon any Eligible Employee the right to continue as an employee of a Group member;
- (b) affects any rights which a Group member may have to terminate the employment or office of any such Eligible Employee; or
- (c) may be used to increase damages in any action brought against a Group member in respect of such termination.

Relationship to Other Plans

23.3 Participation in this Plan shall not affect or be affected by any participation in any other incentive or other plan of the Company (or Group), except as otherwise specifically provided in the terms of that other Plan.

Non-Transferability of Benefits

23.4 Except as otherwise provided by this Deed, no amount payable at any time under the Trust shall be subject to alienation by sale, transfer, assignment, bankruptcy, pledge, attachment, charge, or encumbrance of any kind nor in any manner be subject to the debts or liabilities of any person, and any attempt to so alienate or subject any such amount shall be void.

Rights of Members

23.5 No person whether an Eligible Employee or otherwise shall have any claim, right or interest in respect of the Trust Fund or other property of the Trust, whether against the Trustee, Company or any other person, except under and in accordance with this Deed.

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Entitlement

- 23.6 The transfer or distribution and the payment of any amount for the purposes of the Trust will be a complete discharge for that transfer, distribution or payment.
- 23.7 No transfer, distribution or payment under the Trust is to be made until the Trustee has ascertained that it may be made in accordance with the provisions of this Deed.
- 23.8 Any transfer, distribution or payment made in good faith to a person believed by the Trustee to be entitled to receive it is for the purposes of the Trust deemed to be a transfer, distribution or payment, as the case may be, to a person entitled to receive it, and is a valid discharge to the Trustee of its obligations in respect of the transfer, distribution or payment.
- 23.9 The Trustee when determining questions of fact may act upon such proofs or presumptions as it may deem satisfactory whether strictly legal proofs or presumptions or not.

Notices

- 23.10 Any notice or direction to be given under this Deed will be deemed to have been validly given if handed to the party to be served or if posted by ordinary prepaid post and duly addressed to the last known address of the party to be served.

Compliance with Listing Rules and Corporations Act

- 23.11 The entitlement of an Eligible Employee and this Plan are subject to the Listing Rules and the Corporations Act.
- 23.12 Despite any provisions of this Plan, no Shares may be acquired, allocated for the benefit of an Eligible Employee, assigned, or dealt with if to do so would contravene the Corporations Act, the Listing Rules or any other applicable laws.
- 23.13 Despite any other provision of this Plan, every covenant or other provision set out in an exemption from, or modification to, the provisions of the Corporations Act granted from time to time by the Australian Securities and Investments Commission in respect of this Plan, and required to be included in the Plan in order for the exemption or modification to have effect, is deemed to be contained in this Plan. To the extent that any covenant, or other provision deemed by this provision to be contained in this Plan is inconsistent with any other provision in this Plan, the deemed covenant or other provision will prevail.

24. Taxation liability

Notwithstanding any other clause, the Trustee may in its absolute discretion make such adjustments as it thinks fit to the Cancellation Entitlement for any Share Units and benefits distributable to Share Unit Holders so as to provide for or to pay any expenses (including brokerage and stamp duty) and any taxes (including income tax) or other charges that the Trustee is required to pay in respect of the acquisition and disposal of Shares and the operation of this Deed.

25. Prohibition of offer to the public

The Trustee hereby declares that it will not issue Share Units to the public or offer Share Units to the public for subscription or purchase.

NOTIFICATION FORM

MICROEQUITIES SHARE TRUST ("TRUST")

To: «FirstName» «LastName»
«Address1»
«City» «State» «PostalCode»

The Trustee has accepted your application for the issue of Units in the Trust.

You have been issued with Share Units as per your application as follows:

Class of Units	No. Of Share Units	Issue Price Per Share Unit \$	Total Issue Price \$

EXECUTED for and on behalf of
_____ (ABN: _____)
in its capacity as Trustee for
_____ by its
duly authorised officer
_____ in the presence
of:

.....
Witness

.....
«FirstName» «LastName»

.....
Date

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MICROEQUITIES EMPLOYEE SHARE TRUST

UNIT CERTIFICATE

Name of Registered

Unit Holder: «FirstName» «LastName»

Address: «Address1»

«City» «State» «PostalCode»

Certificate No.	No. of Share Units	Issue Price per Unit \$	Price Share	Total Issue Price \$	Stipulated Date

The vesting date is as set out in the Terms of Issue of Share Units.

EXECUTED for and on behalf of
 _____ (ABN: _____)
 in its capacity as Trustee for
 _____ by its
 duly authorised officer
 _____ in the presence
 of:

.....
Witness

.....
«FirstName» «LastName»

.....
Date

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Schedule 1

For the purposes of clause 4, the Company will have regard to the following guidelines when determining moneys or other property to be settled on the Trustee.

1. Long term incentive amounts deemed appropriate by the Company to attract, retain and motivate key staff.
2. The levels of bonus or other incentive amounts to be declared by the Company from time to time.
3. Moneys or other property as negotiated between the Eligible Employees and the Employer from time to time.
4. Any other special purpose allocation of Share Units determined to be appropriate by the Company.

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Schedule 2**ITEM 1: TRUSTEE**

NAME: **Microequities Venture Capital Pty Ltd**

ACN: 612 092 430

REGISTERED OFFICE: Governor Macquarie Tower, Suite 3105 Level 31,
1 Farrer Place, Sydney

ITEM 2: NAME OF TRUST AND NAME OF PLAN:

TRUST NAME: MICROEQUITIES EMPLOYEE SHARE TRUST

PLAN NAME: MICROEQUITIES EMPLOYEE SHARE TRUST PLAN

ITEM 3: COMPANY

NAME: **Microequities Ltd** (to be renamed Microequities
Asset Management Group Limited)

ACN: 110 777 056

REGISTERED OFFICE: Governor Macquarie Tower, Suite 3105 Level 31,
1 Farrer Place, Sydney

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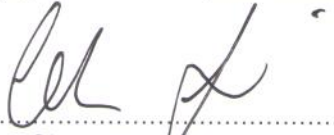
26. Proper law

This Deed shall be governed by, construed and take effect in accordance with the laws of the State of New South Wales.

IN WITNESS WHEREOF this Deed has been executed on the date first above written.

Executed by Microequities Ltd ACN 110 777

056 (to be renamed Microequities Asset Management Group Limited) in accordance with section 127(2) of the *Corporations Act 2001 (Cth)*:



Signature of director



Signature of director or company secretary*

*delete whichever does not apply

Carlos Gil

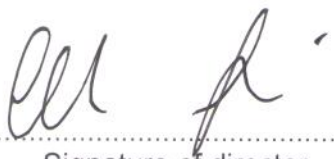
Name (please print)

Samuel Gutman

Name (please print)

Executed by Microequities Venture Capital

Pty Ltd ACN 612 092 430 in accordance with section 127(2) of the *Corporations Act 2001 (Cth)*:



Signature of director



Signature of director or company secretary*

*delete whichever does not apply

Carlos Gil

Name (please print)

Samuel Gutman

Name (please print)

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