

ASX ANNOUNCEMENT

22 September 2023

COSTA ENTERS INTO SCHEME IMPLEMENTATION AGREEMENT WITH A CONSORTIUM LED BY PAINE SCHWARTZ PARTNERS

Costa Group Holdings Limited (ASX: CGC) (“Costa” or the “Company”) today announces that it has entered into a Scheme Implementation Agreement (“SIA”) with a consortium led by Paine Schwartz Partners, LLC (“PSP”) (“Consortium”) for the acquisition of all of the issued shares in Costa the Consortium does not already own, by way of scheme of arrangement (“Scheme”), representing a value of \$3.20 cash per share¹.

The PSP-led consortium is comprised of entities controlled by PSP, Driscoll’s Inc and British Columbia Investment Management Corporation. Entities affiliated with PSP and Driscoll’s Inc hold in aggregate, approximately 19.62% of the Costa shares currently on issue.

Highlights

- Under the terms of the Scheme, Costa shareholders will be entitled to receive cash consideration of \$3.20 per share¹ (“Scheme Consideration”).
- The Board of Costa unanimously considers the Scheme to be in the best interests of Costa Shareholders and recommends shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to an independent expert concluding and continuing to conclude that the Scheme is in the best interests of Costa shareholders.
- The Scheme is subject to certain conditions, including approval by Costa shareholders at a Scheme Meeting and certain regulatory approvals.
- Subject to satisfaction of the conditions, implementation of the Scheme is expected to occur in the first quarter of 2024.

Details of the Scheme Consideration

If the Scheme is implemented, Costa shareholders will be entitled to receive Scheme Consideration of \$3.20 per share¹.

The Scheme Consideration values Costa’s equity at approximately \$1,496 million², and an enterprise value of approximately \$2,459 million³, and represents premia of:

- 43% to the closing share price on 25 October 2022 of \$2.23, which represents the last close prior to PSP acquiring a 13.78% relevant interest in Costa;
- 23% to the price of \$2.60, the price at which PSP acquired a 13.78% relevant interest in Costa on 25 October 2022;

¹ Less any permitted dividend of up to \$0.04 per Costa share declared and paid to Costa shareholders prior to the implementation of the Scheme

² Calculated based on 464,709,793 fully paid ordinary shares and 2,635,206 options or rights to subscribe for Costa shares currently on issue

³ Calculated based on 2 July 2023 net debt of \$350.1 million, lease liabilities of \$582.9 million, equity accounted investments of \$34.8 million and non-controlling interests of \$65.5 million

- 18% to the closing share price on 30 June 2023⁴ of \$2.72; and
- 25% to the 3-month VWAP⁵ to the closing share price on 30 June 2023 of \$2.57.

Costa directors unanimously recommend the Scheme

Costa's Board of Directors unanimously considers the Scheme to be in the best interests of Costa Shareholders and recommends that Costa shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Costa shareholders. Each Costa Director intends to vote all of the Costa shares that he or she holds or controls in favour of the Scheme, subject to those same qualifications.

Costa Chairman, Neil Chatfield, said:

"The Board is committed at all times to acting in the best interests of shareholders and with this firmly in mind, carefully considered a range of factors in arriving at its recommendation. This included a number of different valuation scenarios, potential risks relating to the future execution of Costa's business growth plan, and the price at which Costa shares could trade over the medium to longer term if it continues as an independent listed company.

Accordingly, the Costa Board has unanimously recommended that Costa shareholders vote in favour of the Scheme, subject to the various customary conditions.

The Scheme Consideration represents a premium of 43% to the closing share price on 25 October 2022 of \$2.23, being the last close prior to PSP acquiring a 13.78% interest in Costa. While the Costa Board has confidence in the long term fundamentals of the company, the Scheme provides certainty for shareholders in an uncertain operating environment by delivering cash proceeds to shareholders at an attractive premium."

Details of the Scheme Implementation Agreement

The implementation of the Scheme is subject to various customary conditions. A copy of the SIA, which sets out the terms and conditions of the Scheme and associated matters, is attached to this announcement. Capitalised terms used in this section below have the meaning given to those terms in the SIA.

In summary, conditions for implementation of the Scheme include:

- the independent expert issuing an independent expert's report which concludes that the Scheme is in the best interests of Costa shareholders (and not changing or withdrawing that conclusion);
- approval of the Foreign Investment Review Board for the Consortium acquiring all of the shares in Costa, noting PSP have already received approval to acquire up to 100% of the shares in Costa;
- approval from the Chinese State Administration for Market Regulation, the Moroccan Competition Council, and the European Commission;

⁴ Being the closing price on the day immediately prior to market speculation around a possible change of control proposal

⁵ Volume weighted average price

- approval of Costa shareholders by the requisite majorities and the Federal Court of Australia;
- no Material Adverse Effect to Costa including a reduction in consolidated net assets or consolidated annual EBITDA-S beyond specified thresholds;
- no Costa Prescribed Events; and
- certain other customary conditions.

The Scheme is not subject to any financing condition.

The SIA contains limited termination rights including that either party may terminate in the event of an unremedied material breach by the other party.

Under the SIA, Costa will be subject to customary exclusivity obligations, including no shop, no talk and no due diligence obligations (the latter two subject to a customary fiduciary exception), notification obligations and a matching right. A break fee of \$14.9 million will be payable by Costa to the Consortium and a reverse break fee of \$14.9 million will be payable by the Consortium to Costa, in each case, in certain customary circumstances.

Indicative timetable and next steps

Costa shareholders do not need to take any action at this point in time.

A Scheme Booklet containing information relating to the proposed acquisition under the Scheme, reasons for the Costa directors' recommendation, an independent expert's report, and details of the Scheme meeting will be prepared and provided to the Australian Securities and Investments Commission for review, and subsequently sent to Costa shareholders.

Shareholders will then have the opportunity to vote on the Scheme at a shareholder meeting. Subject to shareholder approval being obtained by the requisite majorities and the other conditions of the Scheme being satisfied, implementation of the Scheme is expected to occur in the first quarter of 2024.

Additional information

Costa has appointed UBS Securities Australia as financial adviser and King & Wood Mallesons as legal adviser.

This release is authorised by the Costa Group Holdings Limited Board.

About Costa (ASX:CGC) - Costa is Australia's leading grower, packer and marketer of fresh fruit & vegetables and operates principally in five core categories: berries, mushrooms, glasshouse tomatoes, citrus and avocados. Operations include approximately +7,200 planted hectares of farmland, 40 hectares of glasshouse facilities and three mushroom growing facilities across Australia. Costa also has strategic foreign interests, with majority owned joint ventures covering six blueberry farms in Morocco and four berry farms in China, covering approximately 750 planted hectares.

For further information contact: Michael Toby – Corporate Affairs Manager T: +613 8363 9071

Scheme Implementation Agreement

Dated 11 September 2018

Chimney Corner Property Ltd (“**Bidder**”)
Costa Group Holdings Limited (“**Costa**”)

King & Wood Mallesons

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Governor Phillip Tower
Carrer Place
Sydney NSW 2000
Australia
Tel: +61 (0)2 9246 4000
Fax: +61 (0)2 9246 4001
Doc: 1111111111
www.kwm.com

Scheme Implementation Agreement

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Scheme Implementation Agreement

Data [redacted]

Parties

Order	Name	Chilli Buyer Pty Ltd
	ACN	[redacted]
	Address	Level 10, 100 Pitt Street, Sydney NSW 2000 Phone: [redacted] Street: [redacted] North West [redacted]
	Email	[redacted]
	Contact	[redacted]
	Attorney	[redacted]
Costa	Name	Costa Group Holdings Limited
	ACN	[redacted]
	Address	Level 10, 100 Pitt Street, Sydney NSW 2000 Director: [redacted]
	Email	[redacted]
	Contact	[redacted]
	Attorney	[redacted]
Governing law	North West Australia	

- Recitals**
- A** The Parties agree that Order [redacted] is a [redacted] share of Costa other than the [redacted] share held by the [redacted] shareholders by means of a members' scheme of arrangement of Order Part [redacted] of the Corporations Act.
 - B** At the request of Order Costa [redacted] the [redacted] and [redacted] the [redacted]
 - C** Costa and Order have agreed to [redacted] the [redacted] the terms and conditions of the [redacted]

Scheme Implementation Agreement

General

1 Definitions and interpretation

1.1 Definitions

Unless the context indicates otherwise, all terms used herein shall have the meaning ascribed to them in the Schedule.

ACCC means the Australian Competition and Consumer Commission.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning set out in section 50 of the Corporations Act or section 50 of the Corporations Act as amended a reference to this definition.

ASX means ASX Limited or the market operated by it as the context requires.

ATO means the Australian Taxation Office.

Authorised Officer means a director or secretary of a party or another person named in a party's Authorised Officer for the purposes of this definition.

Bidder Group means bidder and its Related Bodies Corporate.

Bidder Indemnified Parties means bidder, its officers, employees and advisers, its Related Bodies Corporate and the officers, employees and advisers of each of its Related Bodies Corporate.

Bidder Information means the information regarding bidder as required to be included in the schedule to the order under the Corporations Act, the Corporations Regulations or ASIC Regulations, and bidder information that includes information about the Confidential Receipt to the effect of relate to a date of receipt of the Confidential Receipt to the Confidential Receipt Date.

Bidder Warranties means the representations and warranties of bidder set out in clause 10.

Break Fee means [redacted].

Business Day means a day that is each of the [redacted].

(a) a business day as defined in the Financial Rules;

(b) a day that is a day on which the New York Stock Exchange is open for business;

(c) a day that is a day on which the Australian Stock Exchange is open for business.

It is understood that a reference to a Business Day in the context of a date referred to in the Terms of Reference shall refer to the latest Business Day on which the relevant date is a Business Day.

Competing Transaction means a transaction or arrangement that is entered into or arranged by either party or its Related Bodies Corporate, whether or not a director or officer of either party, that is a competing transaction.

redacted are a set of or more recited joint venture or other the which is entered into in accordance with the terms and conditions of a term other than order or Related Order Contract whether a fee or together with the Associate

(a) direct or indirect acquire or have the right to acquire other than a controlled interest or bare trustee

(i) an interest or Related Interest

(ii) a beneficial or economic interest in a contract or arrangement

or a share

(b) acquire control of the AA of the Contract Act or the AA

(c) direct or indirect acquire or exercise the holder of a right to acquire other than a beneficial interest in a contract or a party of a contract or the asset or controlled of the Contract

(d) other than direct or indirect acquire or exercise of a share or economic interest of a Related Order Contract

(e) require Contract to take or other the act or proceed with the transaction or the contract

whether by way of takeover bid, members' or creditors' scheme of arrangement, re-organization or other arrangements of a kind or purchase of shares or other securities or a contract or a arrangement of a kind or other the deed of arrangement or other arrangements of a kind or other transactions or arrangements

Conditions Precedent are the conditions precedent set out in clause

Confidentiality Deed are the Parties Confidentiality Deed and the separate undertakings and arrangements entered into with the Contract Member or the other related parties in connection with Contract or the contract or arrangements thereunder

Consortium Member are

(a) Director

(b) Bare IRR or the General Partner Bare IRR GP

(c) LLP or the GP of a General Partner LLP or the GP

Controller has the meaning as in the Contract Act

Corporations Act are the Corporations Act 2001

Corporations Regulations are the Corporations Regulations 2001

Costa Board are the board of directors

Costa Group means Costa and its subsidiaries and each of the entities

(a) Costa Channel Holdings Limited

(b) Africa One SA

(c) the Directors of Astra Part of the Astra Group as defined in the Astra Group deed dated 10 March 2011

(d) Directors of Astra Part of ACN and its subsidiaries

(e) Partners of Costa Channel Services Part of ACN and its subsidiaries

and their respective subsidiaries

Costa Indemnified Parties means Costa and its officers, directors and advisers and its Related Parties and the officers, directors and advisers of each of its Related Parties

Costa Information means all information that is contained in the schedule to the Offer Information and the Independent Expert's Report

Costa Joint Venture Entity means each entity that is a joint venture of the Costa Group

Costa JVE Member means the person or persons appointed as a member of the Costa Group who has direct or indirect interest in a Costa Joint Venture Entity

Costa Prescribed Event means each of the events listed in the schedule to the Offer Information or the schedule to the Offer Information or otherwise agreed in writing by the Board of the Costa Group

(a) **(conversion)** Costa or another person or the Costa Group converts all or any of its shares into a larger or smaller number of shares

(b) **(reduction of share capital)** Costa or another person or the Costa Group reduces its share capital by any means or reduces its authorised share capital or redeems or repurchases direct or indirect shares

(c) **(buy-back)** Costa or another person or the Costa Group

(i) enters into a buy-back agreement

(ii) releases or agrees the terms of a buy-back agreement under the Corporations Act

(d) **(distribution)** Costa or another person or the Costa Group declares or announces a dividend to be paid or declares a dividend whether or not a dividend is payable or otherwise and whether in cash or in specie or by a Permitted Dividend or a Dividend in the Discretionary Material

(e) **(issuing or granting securities or options)** any person or the Costa Group

(i) issues securities

(ii) grants or issues or to create or issues securities

(iii) agrees to issue such a security or grants such a security

in each case to a person outside the Costa Group other than a Director in the Directors' Material or a named person the receipt or exercise of EOP or Share Rights that are effective as at the date of the dividend to satisfy Costa's obligation under clause 10

10.1 (securities or other instruments) a person or person of the Costa Group who is or agrees to issue securities or other instruments convertible into shares or debt securities in each case to a person outside the Costa Group other than securities in the exercise of EOP or Share Rights that are effective as at the date of the dividend or a Director in the Directors' Material

10.2 Employee Share Rights a person or person of the Costa Group who is or agrees to agree to the short term and long term incentive plan operated by the Costa Group or the terms of the plan or a person who is or agrees to determine or exercise a dividend or order which incentive plan or the terms of the plan or a person who is or agrees to accelerate EOP or Share Rights in accordance with clause 10.1 and exercise a person's determination or exercise of the Costa Board's discretion in relation to the Company's CY23 short term incentive plan, provided that a person's determination or exercise are paid out in cash

10.3 (constitution) Costa or another person or person of the Costa Group acting as a person or person or director or officer or a person or person

10.4 (disposals) a person or person of the Costa Group who is or agrees to dispose of the whole or a substantial part of the business or assets other than a Director in the Directors' Material

10.5 (acquisitions, leases or disposals) a person or person of the Costa Group

10.5.1 acquire lease or dispose of

10.5.2 agree to acquire lease or dispose of

10.5.3 enter into or a person or person of the Costa Group

a person or person of the Costa Group who is or agrees to enter into or undertake the sale of any asset or business or other asset or business or related assets or liabilities or a related transaction or other than in the ordinary course of business and consistent with best practice or pursuant to the requirement to acquire the Costa share or that has been approved in the Directors' Material or a person or person of the Costa Group who is or agrees to lease real property other than a lease or agreement to lease which requires the relevant Costa Group person to be a person or person of the Costa Group

10.6 (Encumbrances) other than in the ordinary course of business and consistent with best practice or a person or person of the Costa Group who is or agrees to create or agree to create any charge or declare the trustee of the whole or a substantial part of the business or assets

10.7 (employment arrangements) other than in the ordinary course of business and consistent with best practice a person or person of the Costa Group

10.7.1 create the remuneration or benefit plan or direct or indirect or other person or person of the Costa Group

to be included in the financial statements of the Company for the period in which the transaction occurs, whether the transaction is recorded in the Director's Materiality or otherwise, or the amount of the transaction.

(iii) accelerate the right of the Director or the Company to call or redeem any debt securities issued by the Company in accordance with the terms and conditions of such securities, or the exercise of the Company's Board's discretion in relation to the Company's CY23 short term debt securities, if any, which are held in cash;

(iv) the Director or the Company to enter into a transaction or agreement, whether the transaction is recorded in the Director's Materiality or in accordance with the Company's internal control policies, that is not a material contract as defined at the date of such agreement or otherwise as a result of the recording of the transaction.

(v) **(Material Contract)** any agreement or contract entered into by the Company or any of its subsidiaries or any of its affiliates, including any contract for the purchase or sale of any material contract as defined in the Director's Materiality.

(vi) the entry into any agreement or contract by the Company or any of its subsidiaries or any of its affiliates, including any contract for the purchase or sale of any material contract as defined in the Director's Materiality.

(vii) the release or modification of any debt securities issued by the Company or any of its subsidiaries or any of its affiliates, including any contract for the purchase or sale of any material contract as defined in the Director's Materiality.

(viii) the entry into any agreement or contract by the Company or any of its subsidiaries or any of its affiliates, including any contract for the purchase or sale of any material contract as defined in the Director's Materiality.

(ix) the entry into any agreement or contract by the Company or any of its subsidiaries or any of its affiliates, including any contract for the purchase or sale of any material contract as defined in the Director's Materiality.

(x) the release or replacement of any debt securities issued by the Company or any of its subsidiaries or any of its affiliates, including any contract for the purchase or sale of any material contract as defined in the Director's Materiality.

and for the avoidance of doubt, any Material Contract does not constitute a transaction.

(vi) **(capital expenditure)** any agreement or contract entered into by the Company or any of its subsidiaries or any of its affiliates, including any contract for the purchase or sale of any material contract as defined in the Director's Materiality.

that a Disclosed or the Disclosed Material or here considered the
relevant Costa Group or person to be reasonably informed or aware
or aware or a further agreement between the parties

(financial indebtedness) a person or the Costa Group or a
subsidiary indebted or is or becomes or shall become or
is indebted or debt security other than the ordinary course of
business or contracts to advance order credit facilities or evidence
at the date of the Agreement where the indebtedness or contract to
those advances are entered in the ordinary course of business or are entered
to raise cash or to have been disclosed in the Disclosed Material
or are otherwise referred to in the documents

(granting of loans) a person or the Costa Group or a subsidiary
advance or contract to or to or shall or any other person
or evidence other than a required in the Memorandum of
Understanding Costa China Holdings Limited or to or any other
person or the Costa Group in the ordinary course of business
otherwise in the ordinary course of business

(Insolvency) a person or the Costa Group or evidence of

provided that a Costa Pre-crédit Event in the fact or circumstances
where Costa has or is or shall be or in relation to the event and order
has or is or shall be or the relevant event or has or is or shall be
the relevant event in relation to the relevant Date of occurrence
or is or shall be or

Costa Warranties each the relevant parties and arrangements Costa set out in
clause 1 and 2

Costa Share each a ordinary share in the capital of Costa

Costa Shareholder each each person registered in the Register as a holder of
Costa shares

Costs include all charges and expenses incurred that are or shall be
incurred in addition to and as a result of a dispute or claim

Court each the Federal Court of Australia or such other court or tribunal
jurisdiction under the Corporations Act agreed between the parties

Debt Commitment Letter each a credit advanced or secured or in effect letter
and account statements agreed or Debt Facility Agreement or in
certain cases or other arrangements addressed to order and dated or
issued the date of the documents

Debt Facility each each of the debt facilities to be made available to order
under the Debt Commitment Letter and or Debt Facility Agreement

Debt Facility Agreement each a debt facility agreement to be entered into
in relation to a Debt Commitment Letter

Deed Poll each a deed or agreement in the form of an Agreed Certificate
documents

Details each the document or documents headed "Details".

Disclosed each each relation to a document or information disclosed in
disclosed data and to be a reasonable person or person or
in relation to the Transaction and entered into a document or

connected to the Costa Group debt the nature and scope of the relevant
arrangement or circumstances

Disclosure Materials each

(a) written arrangements or arrangements of Costa or A or document
dated with AIC prior to the date of the document

(b) the document and written arrangements or written arrangements or
or other written arrangements which are attached to the data room or
attached to Costa to order and to Re-represented at or
or other or

(c) another written arrangements or written arrangements or
attached to Costa to order and to Re-represented

EBITDA-S represents earnings before interest tax depreciation and amortisation
and other items in accordance with GARA and after a fee

Effective hereof is related to the cheque or the cost of the effect
or that to reflect the Contract Act of the order of the Court
or order of the related to the cheque or the amount at
the time or the order of the Court is dated with AIC

Effective Date each the date on which the cheque or effect

Employee Share Right each a right or share right issued under the
transfer of the operated by the Costa Group and the
arrangement of the IPO of Costa

Encumbrance each a description of the asset or share or
arrangement or a right or character or title
retention or flawed deposit arrangement and any "security interest" as defined in
section of the PPA or a agreement to create a or
a the to effect

End Date each A or other date as agreed or order and
Costa

Equity Commitment Letter each the document or letter
addressed to order and Costa from each Contracted Member dated on or after
the date of the document or agreed to and accepted by Costa

Excluded Shareholders each

(a) Citicorp NA Holdings Korea Branch – Account Trust to reflect of the
ordinary shares of Costa held by Citicorp Asia Pacific Holdings
or Costa which as at the date of the document or
share

(b) New York Life Limited ACN to reflect of the
ordinary shares of Costa held by New York Life Limited
which as at the date of the document or
share

(c) any Costa shareholder who is a member of the order Group or any
Costa shareholder who holds any Costa shares or shares or the
effect of the order Group and does
not hold Costa shares or shares or the effect of the
order Group other than each case at the Record Date

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j) a change arising from an act of God or other force majeure at the written request of either party occurring with the written consent of either

iii) a change required by a local law or regulation

Material Contract means a contract or covenants

a) to be a Costa Group employee and a joint venturer

b) relating to the extent of either Costa or the counterpart's obligations to a contract of the Costa Group's EBITDA or the related financial year

c) to be a related party relationship or related corporation arrangement for a period greater than 12 months

d) for the employee to perform his or her duties or to be engaged in a commercial or entrepreneurial activity

e) under which an employee of the Costa Group is to be held or operate a material area or part of a business or other enterprise or a lease or interest in the Costa shares or other assets and a lease or other agreement

iii) that include a disclosure of interest in the Costa Group

iv) constitute a contract that is created by an employee of the Costa Group in a third party that is a material or restricted activity of the Costa Group or is a material or restricted activity of the Costa Group

v) which entered into other than the ordinary course of business and which is a material or restricted activity of the Costa Group or a share

and include the contract as a joint venture and Costa to constitute Material Contract

Outgoing Directors means each person entitled or entitled to Costa or to the last date to resign from the Costa Board or the Board of an employee of the Costa Group

Paine Schwartz Confidentiality Deed means the confidentiality deed between Costa and Paine Schwartz Partners LLP dated 14 March 2014 and entered into there

Permitted Dividend means a dividend declared or to be declared or determined by the Costa Board or other officer or director of the Costa Group or the Costa Group

PPS Register means the Personal Property Securities Register established under the PPSA

PPSA means the Personal Property Securities Act 2009 (Cth)

Public Announcement has the meaning ascribed in clause 1.1

Recommendation has the meaning ascribed in clause 1.1

Record Date has the meaning given in the Terms and Conditions

Register means the share register of the Company and **Registry** has the meaning given in the Terms and Conditions

Regulator's Draft means the draft of the Cheque Book which is accepted to both parties which is provided to ASIC for a pre-approval to effect the Corporations Act

Regulatory Approval means a pre-approval from a Regulatory Authority to the Cheque Book or a project which is received or deemed to be received from the Cheque Book

Regulatory Authority means

(a) ASIC and the Takeover Panel

(b) a Government of Australia

(c) a minister of the Crown or a delegate of a minister of the Crown or a person or persons authorised or authorised in writing to do so

(d) any other person or persons authorised in writing to do so

Related Body Corporate has the meaning given in the Corporations Act and reflects the relationship between the parties

(a) each Court Member

(b) each Court Member reflects the Related Bodies Corporate

(c) a committee or committee of the Court or a person in which a Court Member is involved in the ordinary course of its activities

Relevant Interest has the meaning given in the Corporations Act and the Corporations Act

Representative means related to a party

(a) a Related Body Corporate

(b) a director or officer or employee of the party or any of the party's Related Bodies Corporate

(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, technical or other expert adviser or consultant who provides advisory services in a professional capacity and who has been engaged to do so

Required Bank Information means each party at the time of completion of the Cheque Book and the relevant information provided to the other party in the Cheque Book and the Cheque Book

Reverse Break Fee means the amount of the Reverse Break Fee

Sanctioned Country means at a particular time a country or territory which is the subject or target of a control order or territory of a country or territory at the date of the completion of the Cheque Book the Cheque Book and the Cheque Book or the United States and North Korea and other

Sanctions means a restriction or prohibition on trade or carriage of goods entered or enforced in the territory of

(a) the United States and the territories administered by the Office of the Assistant Secretary for International Trade and Finance of the U.S. Department of the Treasury

(b) the United Nations Security Council

(c) the European Union

(d) any EU member state

(e) the United Kingdom

(f) Canada

(g) the Commonwealth of Australia

or any other jurisdiction which may be applicable

Scheme means the scheme or arrangement under part of the Corporations Act under which a company shares other than the company shares held by Excluded Shareholders are transferred to other participants in the or the ASX or together with a related entity or individual made available to effect compliance with the Corporations Act

Scheme Booklet means a document reflecting the scheme or the arrangements that are attached to the Court and detached to company shares which include the scheme or a related entity or individual with the relevant entity of the Corporations Act and other related and cross references

Scheme Consideration means the consideration payable or to be paid for the transfer of company shares held by a scheme participant to other participants reflecting each company share

(a) a cash amount

(b) the cash amount or a deemed declared or determined by the company or card whether raised or otherwise raised by company to company shareholders set on the date of the document and the issue date

Scheme Meeting means the meeting to be convened by the Court at which company shareholders other than Excluded Shareholders vote on the scheme

Scheme Participants means each person who is a company shareholder at the Record Date other than an Excluded Shareholder

Scheme Participant Declaration means a declaration in accordance with the relevant entity or individual's obligations under the TAA that complies with the terms set on the date of the document and the issue date

Scheme Resolution means the resolution to be set by company shareholders other than Excluded Shareholders or the scheme or other participants at the scheme Meeting and that to be adopted or approved by the relevant majority of company shareholders other than Excluded Shareholders or other participants under the Corporations Act

Second Court Date means the date on which the Court shall make an order directing to be set aside all proceedings under the Corporations Act arising from the cheque and to occur on the date set out in the Timeline

Specified Event means a reference to an event or matter that

- a) occurs after the date on which the event occurred
- b) occurs before the date on which the event occurred or on the date on which the event occurred
- c) occurs on the date on which the event occurred and which has not yet been resolved as at the date on which the event occurred

Subsidiary means another entity which

- a) is a subsidiary of the first entity or the parent of the first entity under the Corporations Act
- b) is a company controlled or controlled by the first entity and the first entity is required to include in the consolidated financial statements of the first entity or is required to include in the consolidated financial statements of the first entity

A director or officer of a company or a person acting as a director or officer of a company may have been a director or officer of the company at the time that they were appointed or during the period of their office or otherwise been involved in a transaction that is recorded as a charge on the assets of the company under the Corporations Act

Superior Proposal means a proposed Corporate Transaction which the Court has determined to be in the best interests of the company and to be in the best interests of the company and to be in the best interests of the company and to be in the best interests of the company

- a) means a proposed transaction entered into or to be entered into in accordance with the terms of a proposed restructure and to be in the best interests of the company and to be in the best interests of the company
- b) means a proposed restructure entered into or to be entered into in accordance with the terms of a proposed restructure and to be in the best interests of the company and to be in the best interests of the company

after taking into account a number of factors including the debt to equity ratio and the financial position of the company and the nature of the assets of the company

TAA means the *Taxation Administration Act 1953* (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 any tax, duty, charge or fee imposed or levied on or payable by a person or entity that are assessed or levied on or payable by a person or entity

corrected as a authority together with a certificate and interest in correct with a the a

Timetable is the timetable set out in schedule subject to a an ed ed a agreed with the parties in writing

Transaction is the acquisition of the ordinary shares in Co Ltd by order made through the exchange in accordance with the terms of the deed

Trust Account is a trust administered by a trustee appointed by the trustee of the Co Ltd for the share register Co Ltd is to have the exchange considered to be a trust for the purpose of the exchange considerations to the exchange Participants in accordance with clause and the exchange

Voting Intention has the meaning as to clause and

1.2 General interpretation

Headings and sections are deemed to be only for convenience and do not affect interpretation. Unless the context clearly indicates otherwise

- a) the word "article" includes the articles and bye laws
- b) a reference to a deed includes an agreement in writing or other document executed or created by or for the parties or their agents
- c) a reference to a deed includes a contract or agreement in writing
- d) the words "including", "for example" or "such as" or similar expression
- e) a reference to a "person" includes a corporation and a partnership joint venture or incorporated association and an authority or other entity or organisation
- f) a reference to a particular person includes the person's executors, administrators or personal representatives
- g) a reference to a time includes a reference to noon or Midnight
- h) a reference to directors or A is a reference to the directors of A
- i) a reference to "law" includes common law and statutory law
- j) a reference to an instrument includes a deed or agreement or contract or other instrument or agreement or contract
- k) a reference to "regulations" includes any instrument of a statutory character under which a regulatory regime is established or created
- l) a reference to a person or a reference to an office is the joint and to each of the individuals

a reference to a third party is a reference to the whole and each part of it

1.3 Bidder knowledge

a) In the document referred to the Bidder is required to refer to the Bidder's name and address and to the name and address of the Bidder's authorized representative in each case at the date of the document has made available to each other and the direct reference to the Bidder's name and address of the Bidder's authorized representative is not to be referred to the entity referred to in clause 1.2

b) Without the clause 1.2 of the Bidder's referred to in clause 1.2 a Bidder's name and address of the Bidder's authorized representative is not to be referred to the Bidder's name and address of the Bidder's authorized representative in each case at the date of the document has made available to each other and the direct reference to the Bidder's name and address of the Bidder's authorized representative is not to be referred to the entity referred to in clause 1.2

1.4 Costa knowledge

a) In the document referred to the Bidder is required to refer to the Bidder's name and address and to the name and address of the Bidder's authorized representative in each case at the date of the document has made available to each other and the direct reference to the Bidder's name and address of the Bidder's authorized representative is not to be referred to the entity referred to in clause 1.2

b) Without the clause 1.2 of the Bidder's referred to in clause 1.2 a Bidder's name and address of the Bidder's authorized representative is not to be referred to the Bidder's name and address of the Bidder's authorized representative in each case at the date of the document has made available to each other and the direct reference to the Bidder's name and address of the Bidder's authorized representative is not to be referred to the entity referred to in clause 1.2

1.5 Obligations in respect of joint ventures

Where the document refers to

a) the Bidder or Contractor to provide a copy of the Costa Group to act or to refrain from acting

b) the Bidder or Contractor to provide the information of the Costa Group

it relates to a Costa Joint Venture Entity the Bidder and the authorized Costa JVE Member is required to provide the right of the Bidder whether through shareholder director or other right to where possible or where that the Costa Joint Venture Entity act or refrain from acting in accordance with the document and other the case of the Bidder the Bidder's authorized representative which are referred to a Bidder of the Costa Group. The Bidder and the authorized Costa JVE Member to ensure that the Costa Joint Venture Entity act or refrain from acting in accordance with the document

c) a Breach of the document of Costa or other the Bidder to a Bidder or Bidder to terminate the document

d) a Material Adverse Effect or Costa Prescribed Event

e) a Bidder or Bidder's authorized representative and Costa Independent Parties

and it together with a complete copy of the documents referred to here
 are to be the operative parts of the contract with the understanding that
 Costa or the applicable Costa J&E Merger Agreement shall have no effect with
 the clause

2 Agreement to propose and implement Scheme

2.1 Costa to propose Scheme

Costa agrees to propose the scheme and subject to the terms and conditions
 of the deed

2.2 Agreement to implement Scheme

The parties agree to implement the scheme on the terms and conditions of the
 deed

3 Conditions Precedent

3.1 Conditions Precedent

Subject to the clause of the scheme which provides for the effect of the
 relevant provisions of the contract to be set out in the scheme and the
 relevant order order clause are set out in each of the following
 Conditions Precedent are attached or referred to the effect and in the order set
 out in the clause

Condition Precedent	Party entitled to benefit	Party responsible
<p>1.1</p>	<p>(Regulatory Approvals – FIRB) There shall be no effect on the proposed Deed unless the relevant Court Date is either on the date of the deed or the Treasurer of the Commonwealth of Australia or their delegate or nominee in writing under the FIRB Act states that to the effect that the Commonwealth Government has no objection to the Transaction either as a condition precedent or subject to the 'standard' tax conditions which are in the order or contract in the order or contract set out in the Part D of FIRB's Guidance Note 12 'Tax Conditions' in the order dated 11 August 2015 and each other condition or condition referred or referred to in the order which are attached to the order and read with</p>	<p>Costa or the order</p>

Condition Precedent	Party entitled to benefit	Party responsible
<p> (i) The order under the IR Act of the Trade or the Treaty of the C... of ... with ... Authority ... recorded ... a ... order or decision under Part of the IR Act to reflect the Trade ... the ... date ... referred to ... the IR Act has ... the IR Act has ... the IR Act has ... </p> <p> (ii) Where a ... order is made under ... the IR Act to reflect ... the Trade ... the ... of ... Part of the IR Act ... the Treaty of the C... of ... with ... Authority ... a ... order or decision </p> <p>FIRB Approval</p>		
<p> (Regulatory Approvals – Morocco) ... the ... Date ... the ... Court Date ... for a ... the Trade ... contract ... a ... with the ... of ... Moroccan Competition Law ... the Moroccan ... Court ... has ... order ... a decision ... the Trade ... that ... or ... to ... that ... to ... the Moroccan ... Court ... </p>	<p>Cannot be named</p>	<p>Both</p>
<p> (Regulatory Approvals – European Union) ... the ... Date ... the ... Court Date ... for a ... the Trade ... contract ... a ... with a ... of ... of ... the ... of ... Merger Regulation ... the European ... Court ... </p> <p> has ... order ... a decision ... the Trade ... with the ... of ... the ... of ... that ... or ... to ... that ... </p> <p> has ... order ... a decision ... in accordance with Article ... of ... the Merger Regulation ... the time it is set </p>	<p>Cannot be named</p>	<p>Both</p>

Condition Precedent	Party entitled to benefit	Party responsible
<p>Article 10.1 of the Merger Regulations shall be deemed to have declared the Transaction conditional with the interlocking sunset provision to the extent that Article 10.1 of the Merger Regulations</p> <p>the effect that the European Commission may issue a referral order or order to cease activities under Article 10.1 of the Merger Regulations in connection with the Transaction either in whole or in part shall be deemed to have made such a reference which can be set aside and here refer to the European Commission which has each have adopted or be deemed under the Merger Regulations or refer to the Commission can set aside to have adopted a decision or declaration in respect of the Transaction that a breach of the Merger Regulations or refer to the Commission can set aside that condition or subject to condition that fact or to other fact may result</p>		
<p>(Regulatory Approvals – SAMR) There shall be the deemed Date of the Record Court Date of the occurrence</p> <p>order receive a written decision issued by the State Administration for Market Regulation (SAMR) of the People's Republic of China under the Anti-Monopoly Law of the People's Republic of China (AML) that the approval of the Transaction that condition or subject to condition that fact or to other fact may result</p> <p>the Transaction shall be deemed to have been approved by the SAMR if the applicable statutory requirements are met a written decision from the SAMR in accordance with the AMO and the related applicable rules</p>	Cannot be named	Both
<p>(Shareholder approval) Certain shareholder other than Excluded shareholder approve the cheque of the requisite majority in accordance with the Corporations Act</p>	Cannot be named	Certain
<p>(Court approval) the Court approve the cheque in accordance with Section 110 of the Corporations Act</p>	Cannot be named	Both
<p>(Regulatory intervention) the Court or Registrar or Authority has issued or take steps to issue an order to vary or reframe order</p>	Both	Both

3.3 Regulatory matters

With effect from clause 1 each Party

(a) **(consultation)** shall cooperate with the other Party in advance in relation to any material or consultation whether written or oral and whether direct or via a Regulatory Entity with a Regulatory Authority relating to the Transaction and

(i) provide the other Party with such information and documents required to complete any written or oral consultation to be sent to a Regulatory Authority and the other Party reasonably requires

(ii) provide the other Party with draft or final written or oral consultation to be sent to a Regulatory Authority and a complete and edited copy of the other Party reasonably requires

(iii) provide complete or final written or oral consultation sent to or received from a Regulatory Authority to the other Party or to its designated or receipt agent in the case of a sale

in each case to the extent it is reasonable to do so

for the avoidance of doubt

(iv) neither Party is required other than in accordance with the Code of Ethics Deed to disclose any or all information relating to the activities of a Regulatory Authority or a written or oral consultation to a Regulatory Authority to the other Party and the Party agrees not to disclose or redact information or documents from the other Party and to the extent that they are compelled to do so to another person or company or entity and disclose that the activities of

(v) the Party agrees not to disclose or redact information or documents from the other Party and to the extent that they are compelled to do so to another person or entity and disclose that the activities of

(vi) to the extent there is a conflict between the clause and clause 1 of the Parties' Code of Ethics Deed then clause 1 shall prevail

(b) **(Regulatory Authority)** shall be responsible for ensuring that the Regulatory Authority is a competent authority and where a Regulatory Authority is not a competent authority or is not a competent authority or is not a competent authority which are acceptable to the relevant regulatory authority and in good faith

3.4 Waiver of Conditions Precedent

(a) A Condition Precedent shall not be waived or waived by the Party or Parties entitled to the benefit of that Condition Precedent and joint to each Party where a Condition Precedent is required to be met by the Party or Parties entitled to the benefit of that Condition Precedent

(b) A Party entitled to waive the benefit of a Condition Precedent shall not be bound by any other condition precedent

- c) Whether Condition or order made the reach or performance of a Condition Precedent in accordance with the clause in the
- iii) that a later recorded that party may comply the other in a reach with the deed or arrangement as a result of the reach or performance of that Condition Precedent or arrangement in the case event which take rise to the reach or performance of that Condition Precedent
 - iii) the later of the Condition Precedent in the condition and the other party
 - A) accept the condition the term of that condition arrangement
 - B) does not accept the condition the Condition Precedent has not been satisfied
- d) A later of a reach or performance of reflect on a Condition Precedent does not constitute
- iii) a later of a reach or performance of other Condition Precedent arrangement in the case event
 - iii) a later of a reach or performance of that Condition Precedent reflect on other event

3.5 Notices in relation to Conditions Precedent

Each party must

- a) **(notice of satisfaction)** comply with the other contract on a Condition Precedent and in the case of the other arranged other after a decrease of which the deed or arrangement that lead to the contract reach or performance of a Condition Precedent which is re-arranged or satisfied
- iii) **(notice of failure)** in a date of the written notice to the other of a reach or performance of a Condition Precedent which is re-arranged or satisfied or other event which is required a Condition Precedent be satisfied
- c) **Scheme Meeting or Second Court Date** here in consider that a Condition Precedent in which the other party is re-arranged or satisfied or a date of the date of the Meeting or the second Court Date must be the other party notice and
- d) **(notice of waiver)** upon receipt of a notice of order clause in the written notice to the other party and as a result of a practice and in a event of the date of the date of the second Court Date is whether or not it made the reach or performance of a Condition Precedent reflect on the occurrence of that event in the Condition Precedent in a event

3.6 Consultation on failure of Condition Precedent

I

- a) there is a reach or performance of a Condition Precedent which is not satisfied in accordance with the deed or the time or date recorded in the deed or the contract on the Condition Precedent

there is an act or occurrence which is referred to as a Condition Precedent in the contract or the time or date specified in the contract or the Condition Precedent and the reach or effect of which is not otherwise agreed in accordance with the contract

(c) the cheque has not been deposited by the End Date

either party may apply to the other party **Consultation Notice** and the parties may agree to amend the contract with a view to determining whether

(d) the cheque is a crossed cheque or a cheque payable to order

(e) to extend the relevant time for payment of the Condition Precedent or to adjust or change the date of a payment to the Court

(f) to change the date of the appointment made to the Court or an order under paragraph (b) of the Contract Act and the cheque is adjusted so that a payment is made on a date agreed to in writing between the parties or there is no reason to expect that the Condition Precedent will be satisfied before the End Date

(g) to extend the End Date

3.7 Failure to agree

If the parties are unable to reach an agreement under clause (b) of the Schedule Data after the date on which the Consultation Notice is given or a charter period ends at the date before the second Court Date

(a) subject to clause (b) of the Schedule Data the parties shall agree that the contract shall be in accordance with clause (b) of the Schedule Data

(b) a Condition Precedent shall be deemed to have been satisfied for the relevant party if that party has agreed to a payment that Condition Precedent or to extend the relevant time for payment of the Condition Precedent or to adjust or change the date of a payment to the Court

(c) each case shall be decided on the second Court Date

A party is entitled to terminate the contract under the clause if the relevant Condition Precedent has not been satisfied or a payment cannot be reached or a relevant payment is not made or that party is a deliberate act or is otherwise that party

4 Outline of Scheme

4.1 Scheme

Costs of the scheme are arranged as follows

(a) all the Costs shall be paid by the relevant Party at the Record Date and be transferred to the other Party

(b) each relevant Party shall be entitled to receive the relevant Consideration

4.2 Scheme Consideration

Subject to and in accordance with the conditions set out in the Scheme, each of the Participating Entities is entitled to receive the Scheme Consideration in respect of each Costa Share held so that the Participating

4.3 Payment of Scheme Consideration

(a) Subject to the conditions set out in the Scheme, the Transferor undertakes to Costa to provide and guarantee a trustee or other person in respect of each of the Participating Entities that the consideration to be transferred to it under the Scheme shall be a Costa Share held by a Participating Trust (or other person) no later than the Effective Date, or the Latest Effective Date (as or if the terms are set out in the Scheme Consideration) in the Trust Account in accordance with the Scheme, provided that any interest on the amount deposited is not paid and other charges are credited to the Trust Account.

(b) On the Latest Effective Date, Subject to the Transferor having complied with the conditions set out in the Scheme

(i) Costa shall pay or procure the payment to the Trust Account to each of the Participating Entities of the Scheme Consideration as that Participating Entity is entitled to under the Scheme, and

(ii) Subject to Costa complying with the conditions set out in the Scheme, the Transferor shall accept the transfer to it of each Costa Share held by a Participating

Where the conditions of the Scheme Consideration to be provided to a Participating Entity do not result in the Participating Entity being entitled to a direct share in the fact that the effective date is provided so or does not apply to the relevant date.

4.4 Employee incentives

(a) Costa shall ensure that no later than the Effective Date there are no outstanding Employee Share Rights.

(b) In order to comply with the conditions under clause 4.1, Costa shall

(i) cause the outstanding Employee Share Rights (including all rights under Costa's CY22 and CY23 Long Term Incentive Plan) to be settled

(A) cause the relevant amount of Costa Shares to be transferred or issued (as applicable) to the relevant transfer holder in settlement of the relevant transfer holder's outstanding Employee Share Rights to participate in the Scheme,

(B) cause each relevant amount to be paid to the transfer holder of the relevant Employee Share Rights and

(C) take such actions as are necessary or appropriate to comply or cause to comply with the Effective Date as set out in the Employee Share Rights which it does not cause to be in accordance with clause 4.1.

4.5 No amendment to the Scheme without consent

Costa shall not consent to any modification or amendment to the articles or the Memorandum of Association or the Charter or the written constitution of the Company unless the Charter or the written constitution is amended.

4.6 Permitted Dividends

(a) Subject to clause 4.6.1, the Company shall have the right to pay a dividend at any time to the holders of the Company's shares in accordance with the written constitution of the Company.

(b) The Company shall have the right to pay a dividend in accordance with clause 4.6.1.

(c) Except with the written consent of the Company, the Company shall not exceed the amount of the Company's share capital.

(d) The record date of the dividend shall be a date at least 14 days before the Record Date.

(e) The dividend shall be determined to be paid or declared and shall not be later than the Record Date and the directors shall be deemed to have exercised their discretion in favour of the shareholders of the Company if the dividend is not paid or declared on the Record Date or if the dividend is not paid or declared in accordance with the provisions of clause 4.6.1.

(f) The dividend shall not be payable if the 'each share Rule' in section 11 of the Tax Act or the each share Rule defined in that section does not apply or reflect the dividend under section 11 of the Tax Act.

(g) The dividend shall be payable to the Company's shareholders in accordance with the provisions of the Tax Act and the provisions of the Tax Act as at the date the dividend is ascertained or declared which case the Company shall be subject to clause 4.6.1. The dividend shall be paid to the extent of the amount credited to the shareholders' accounts in the Record Date and shall be paid to the extent of the amount credited to the shareholders' accounts in the Record Date and shall be paid to the extent of the amount credited to the shareholders' accounts in the Record Date and shall be paid to the extent of the amount credited to the shareholders' accounts in the Record Date.

(h) The dividend shall be paid in accordance with the requirements of the Corporations Act.

4.7 Costa's Franking Account

(a) The Company shall have the right to pay a dividend in accordance with clause 4.6.1.

(b) The Company shall have the right to pay a dividend in accordance with clause 4.6.1 and shall be deemed to have exercised its discretion in favour of the shareholders of the Company if the dividend is not paid or declared on the Record Date or if the dividend is not paid or declared in accordance with the provisions of clause 4.6.1.

a director may not declare the Permitted Dividend or carry out the duties of the Bidder in relation to the Bidder's shareholding in Costa if it is the Permitted Dividend.

Costa may not accept any shareholding or other interest received by the Bidder following the Bidder's prompt review of the data provided under clause 4.8 in relation to the shareholding which Costa proposes to raise the Permitted Dividend.

For the purpose of determining Costa's fractional acceptance of the Dividend per share and the Issue Date, Costa shall correct its fractional acceptance no later than the Issue Date or the Dividend per share Issue Date or the Issue Date and shall not be bound by a change to the fractional acceptance set out in the acceptance or declaration of the Permitted Dividend and the Issue Date.

4.8 Remaining monies (if any) in Trust Account

To the extent that the Bidder's shareholding in Costa is not held in a trust account, the Bidder shall ensure that the accounts of the Bidder's shareholding in each of the Parties in accordance with the provisions of the Trust Account shall be subject to a change to the fractional acceptance of the Dividend per share and the Issue Date that shall be a related charge or other cost of the Bidder in the shareholding in Costa or the shareholding in Costa.

5 Implementation

5.1 General obligations

Costa and Bidder shall each

(a) use all reasonable endeavours and all other available resources to ensure that the Bidder's shareholding in Costa is held in a trust account in accordance with the provisions of the Trust Account and the Bidder's obligations under the Bidder's shareholding in Costa.

(b) ensure that the Bidder's shareholding in Costa is held in a trust account in accordance with the provisions of the Trust Account and the Bidder's obligations under the Bidder's shareholding in Costa.

to ensure the Bidder's shareholding in Costa is held in a trust account in accordance with the provisions of the Trust Account.

5.2 Costa's obligations

Costa shall take all reasonable steps to ensure that the Bidder's shareholding in Costa is held in a trust account in accordance with the provisions of the Trust Account and the Bidder's obligations under the Bidder's shareholding in Costa.

(a) **(announce directors' recommendation)** in accordance with the provisions of the Bidder's shareholding in Costa and the Bidder's obligations under the Bidder's shareholding in Costa.

(b) the Bidder's shareholding in Costa.

(c) a statement that each Bidder's shareholding in Costa is held in a trust account in accordance with the provisions of the Trust Account and the Bidder's obligations under the Bidder's shareholding in Costa.

Related Interest are set out in the chequered **Voting Intention**

subject to

the Independent Expert considered that the chequered the net interest of Cotha shareholders other than Ecoded shareholders and

there be no other Pr

(preparation of Scheme Booklet) subject to clause 1.1 of the Act after the date that the documents are and detach the chequered

accordance with a clause in the Contract Act Contract Re Act AIC Re Act and the Re Act

that the clause in the chequered or be accorded

A the chequered

the Notice of Meeting

C a clause in the chequered a or

D the Independent Expert's Report

E a clause in the Cotha card

that the Cotha card shall consider the chequered the net interest of Cotha shareholders other than Ecoded shareholders and record that Cotha shareholders other than Ecoded shareholders be set out in the chequered subject to the Independent Expert considered that the chequered the net interest of Cotha shareholders other than Ecoded shareholders and there be no other Pr

that each Cotha card shall hold Cotha shares in the name of her Cotha share in the chequered subject to the Independent Expert considered that the chequered the net interest of Cotha shareholders other than Ecoded shareholders and there be no other Pr

(Independent Expert) or to the Independent Expert and provide a statement and report at the request of the Independent Expert to ensure the Independent Expert to create its report for the chequered a clause in the Act

d) **(section 411(17)(b) statement)** a statement AIC for the draft that state the draft is subject to the chequing that AIC has no objection to the cheque

e) **(consultation with Bidder)** consultation with bidder about the content and preparation of

the cheque sheet which include

A) a statement bidder a reasonable effort to refer and a fee cost of the successful draft of the cheque sheet to accept that a reference of the Independent Expert's Report is limited to refer for fact accuracy of the part that include any related to bidder

B) take a reasonable cost of the bidder with account in mind with the draft a revised draft of the cheque sheet

C) provide to bidder a revised draft of the cheque sheet with a reasonable time before the draft of the cheque sheet which is provided to AIC for a reasonable period to correct the Contract Act in a reasonable

D) obtain bidder's consent to the inclusion of the bidder into or a separate order derived from or prepared in relation to the bidder into or include in respect of the and content which the bidder into appear in the cheque sheet and

discuss the required for the order of the Court heard for the order of the Contract Act in relation to the cheque sheet and draft of the order and content of the order with a cost of the order and the order with the Court

(lodgement of Regulator's Draft)

no later than the date before the first Court Date provide the Regulator's Draft of the cheque sheet to AIC for reference for the order of the Contract Act and provide a copy of the Regulator's Draft to bidder in order thereafter

the bidder reasonable effort to provide a reasonable AIC in relation to the Regulator's Draft and here practice to do so consultation with bidder in mind with order to take a reasonable act to address those issues provided that here those issues relate to bidder into or a separate order and take a fee to be reasonable of the draft fee of bidder in relation to the relevant order

take a reasonable fee to be consulted with bidder to refer and a fee after

(indication of intent) a written AIC or a letter indicating whether AIC proposes to take any action that the Court may interfere to prevent the chequing the next Court Date

(supplementary disclosure) after deatch of the chequing settlement Costs incurred are

that were at all included in the chequing settlement or have been read or deceived in any other way

whereas that referred to be disclosed to Costs share order order a appropriate is not a all included in the chequing settlement

if it is

it is in conflict with order in good faith with the need to read the law and the evidence of fact to Costs share order

to the effect that it is reasonable practice to do otherwise order with draft order document that it is necessary to give to Costs share order order the clause and fact reasonable and in good faith to it according to the order of each draft and each received in a time after the order or the Re-restatute of those draft and

are added more that Costs consider reasonable in the circumstances that regard to appropriate and to ensure that there could be reached appropriate and at the date that order at all are

(approval of Scheme Booklet) a written agreement after AIC has provided the indication of intent in accordance with clause 10 of the order that a settlement of the Costs order is proposed to approve the chequing settlement or deatch to Costs share order and order order with a copy of extract of the appropriate relevant from the appropriate date of settlement or agreement after those dates have been prepared and

(Court application) a written to the Court for an order order section 10 of the Contract Act direct Costs to convene the chequing Meet

(registration of Scheme Booklet) the Court direct Costs to convene the chequing Meet after a written after each order are made relevant AIC to register the evidence of fact included in the chequing settlement in relation to the chequing in accordance with section 10 of the Contract Act

(send Scheme Booklet) take appropriate steps to ensure to copy with the order of the Court to read the chequing settlement to Costs share order a written agreement after the Court order Costs to convene the chequing Meet

(Scheme Meeting) convene the chequing Meet to agree to the chequing in accordance with an order made of the Court or to direct section 10 of the Contract Act provided that with due regard to the order clause and to take appropriate steps to ensure the chequing Meet is held

(director's voting) The first deed shall provide that each member of the Board shall act in accordance with the instructions and the Board shall have a Residual Interest in favour of the chequer.

(Court approval) Subject to a Condition Precedent other than paragraph 11.1 shall be entered or made in accordance with the deed to the Court or a order of the chequer in accordance with Section 11.1 and the Companies Act.

(Conditions Precedent certificate) at the hearing of the Record Court Date shall be to the Court through the company.

a certificate shall be provided to the directors and shall be in accordance with a resolution of the Board or a other evidence of the Court or a resolution of the Court or a other evidence of the Court's knowledge) whether or not the Conditions Precedent or which it is required to be entered or made other than paragraph 11.1 shall be entered or made in accordance with clause 11.1 which shall be entered to the order of the Record Date or to the Record Court Date.

a certificate shall be provided to the order of the company.

(lodge copy of Court order) The AIC shall be provided to the Court order of the chequer and a copy of the Court order shall be provided to the chequer and the chequer shall be provided to the chequer in accordance with Section 11.1 of the Companies Act on the date after that the copy is received or a later date agreed in writing to the order.

(Register) The Registrar shall at the Record Date to determine the date of the chequer Particulars and the date of the chequer Consideration and a copy of the Particulars shall be provided to the Registrar at least three days before the date of the chequer address and the Registrar shall be provided with the chequer Particulars and the Registrar shall at the Record Date shall be a copy of the Registrar's records.

(information) Provide a copy of the records to the chequer and the chequer shall be provided to the chequer and the chequer shall be provided to the chequer in accordance with Section 11.1 of the Companies Act in each case a copy shall be provided to the chequer and a copy shall be provided to the chequer in accordance with Section 11.1 of the Companies Act.

copies shall be provided to the chequer and the chequer shall be provided to the chequer and the chequer shall be provided to the chequer.

provide the records to the chequer and the chequer shall be provided to the chequer.

Representation shall be provided to the chequer and the chequer shall be provided to the chequer and the chequer shall be provided to the chequer and the chequer shall be provided to the chequer.

(instruments of transfer) Subject to the order of the chequer and the chequer shall be provided to the chequer.

execute or other matters and effect the transfer of
Company shares to bidder in accordance with the Cheque and

register a transfer of Company shares held in cheque
Participation to bidder

(Suspension of trading) a total of 100,000,000 shares of the Company to be suspended trading on the ASX
Company with effect from the close of trading on the Effective Date

(listing) take all reasonable steps to advise ASX of the Company's listing on ASX,
and to take all reasonable steps to ensure that the Company's shares are listed on
ASX and to ensure that the Listing Statement Date is a valid and appropriate
date for the ASX and ASIC

(publication of information on website) prior to and after the execution
of a transaction with the Company the date of a Court hearing in
relation to the Cheque and an adjournment or continuance of
the hearing the date of the Cheque Meeting and the text of a
notice of meeting to be made to ASX in connection with the Cheque

(Bidder Information) during the period of the Bidder's offer for
the Company and the period of the Bidder's offer for the Company
the Bidder will provide information to the Company and the ASX
regarding the Bidder's offer for the Company and the ASX
with the Bidder's written consent to the Bidder

(Promote Transaction) subject to a majority of the Company's Board
having approved the transaction, the Bidder will be responsible for
advertising the transaction and the Company's Board will be responsible for
the Effective Date of the Cheque and the Company's Board will be responsible for
each case of a Bidder's offer for the Company and the ASX will be responsible for
the transaction to the Company's Board and the ASX will be responsible for
the ASX's reasonable requirements of the Bidder's offer

considered to be a Bidder's reasonable requirements
regarding the Cheque and the ASX and the ASX will be responsible for
advertising the transaction and the Company's Board will be responsible for
the Effective Date of the Cheque and the Company's Board will be responsible for
the ASX's reasonable requirements of the Bidder's offer

meet with the Company's Board and the ASX and the ASX will be responsible for
advertising the Cheque

Information regarding proxies and voting in respect of the effective
date of the ASX or re-appointment of the ASX and here relevant to the
that the share register of the Company is closed

arrange for the ASX to be the ASX of the Company or the
share register of the Company and to advise that the ASX is
responsible for the ASX and the ASX will be responsible for
advertising the ASX and the ASX will be responsible for

provide all necessary information and documents received for the Cheque
Meeting of the Company or the share register of the Company or for the
Cheque Meeting which the Bidder will be responsible for
Date of the Cheque Meeting to the deadline for the
receipt of the ASX and the ASX will be responsible for

- ☐☐☐☐ **(compliance with laws)** disclose the relevant laws that it is required to ensure that a contract is entered into in accordance with applicable law and regulations
- ☐☐☐☐ **(other steps)** do anything that is necessary to give effect to the cheque and the order of the Court according to the cheque

5.3 Bidder's obligations

Bidder must take all reasonable steps to assist the Court to give effect to the cheque and a contract entered into with the debtor and all other applicable practices and procedures

- ☐☐☐☐ **(Bidder Information)** prepare and provide to the Court for recording in the cheque booklet the bidder's name and all applicable law and regulations and the relevant AIC Regulations and the relevant Rules and comply with the requirements that apply in the cheque booklet
- ☐☐☐☐ **(further Bidder Information)** provide to the Court any further or the bidder's name and all applicable law and regulations after the cheque booklet has been sent to the Court and on the date of the cheque Meeting and all other necessary steps to ensure that the bidder's name is recorded in the cheque booklet in accordance with applicable law and regulations and to ensure that there is no breach of applicable law and regulations at the date which each further or the bidder's name is recorded
- ☐☐☐☐ **(approval of Scheme Booklet)** apply a practice after AIC has provided the indication that it is required that a meeting of the board of directors of the bidder or a committee of such board approved the booklet and complied to approve the booklet in the cheque booklet that the bidder's name and all applicable law and regulations are appropriate for delivery to the Court and provide to the Court with a copy of the extract of the applicable regulations from the applicable booklet of the meeting and practice after the booklet has been prepared and issued
- ☐☐☐☐ **(Independent Expert information)** provide any assistance or information required by the Independent Expert in connection with the preparation of the Independent Expert's Report
- ☐☐☐☐ **(representation)** ensure that it is represented accurately at the Court hearing conducted for the purposes of the relevant provisions of the Corporations Act at which through it complies with the bidder's obligations and undertake any other steps that it is required to do with a view to taking a meeting of the board of directors of the bidder in order to ensure the meeting is conducted in accordance with the law and the cheque
- ☐☐☐☐ **(Deed Poll)** enter to the cheque booklet the deed poll and deliver the Deed Poll
- ☐☐☐☐ **(Conditions Precedent certificate)** where applicable to the second Court Date provide to the Court for recording in the Court at the hearing that date a certificate issued by the relevant directors and made in accordance with a resolution of the board or any other evidence as the Court may require (including any relevant matters of the bidder's knowledge) whether or not the Conditions Precedent for which the bidder is required to provide a certificate are satisfied or otherwise

dated in accordance with clause 6 of a draft which will be provided to CofA as soon as possible after the date of the second Court Date

h) **(Share transfer)** the scheme will be subject to the effect of a transfer of the CofA shares as contemplated by clause 7

i) **(Scheme Consideration)** the scheme will be subject to the effect of a transfer of the assets of the scheme to the transferee and a trust created by clause 8 and the terms of the scheme will be as set out in clause 9

j) **(change to debt or equity funding)** or any other details of the CofA as set out in clause 10

iii) change to the definition of a debt or a debt instrument or indicate a debt instrument or a debt instrument of the Debt Company to be a letter or a letter instrument or a letter instrument of the Equity Company to be a letter

iiii) terms that are read at the time of the transfer or a term that is a term that is read at the time of the Debt Company to be a letter or Equity Company to be a letter which is a term or a term of the Equity Group has been added and which CofA will act as are as set out

v) a term that is a term of the Debt Company to be a letter or Equity Company to be a letter or a term that is a term of the Equity Group has been added where the occurrence of which would create a term that is a term of the Debt Company to be a letter or Equity Company to be a letter which is a term of the Equity Group has been added and which CofA will act as are as set out in clause 11

5.4 Scheme Booklet responsibility statement

The responsible person states that to the best of their knowledge and belief the information contained in the booklet is true and correct

a) CofA has prepared and reviewed the content of the booklet other than the part of the booklet relating to the Independent Expert's Report or any other report or letter referred to in CofA's third party report

b) the Independent Expert has prepared and reviewed the Independent Expert's Report and that CofA and its directors and officers do not have any reason to believe that the accuracy or content of the Independent Expert's Report is incorrect or that the Independent Expert has prepared and reviewed the Independent Expert's Report

5.5 Disagreement on content of Scheme Booklet

After a reasonable period of consultation and discussion CofA with the Independent Expert has agreed that each will act as a responsible person in relation to the content of the booklet

a) the disagreement relates to the part of the content of the Independent Expert's Report that is a term of the Debt Company to be a letter or Equity Company to be a letter which is a term of the Equity Group has been added and which CofA will act as are as set out in clause 11

the directors relate to the or contract of another party the chequer or the Court or act in good faith decide the affairs or contract of the directors the chequer or

5.6 Verification

Each party must undertake appropriate enquiries or checks on the information provided that party in the chequer or

5.7 Conduct of Court proceeding

Court and order are entitled to separate representations at a Court proceeding relating to the chequer. The directors do not owe the Court or order a duty or power to the directors to the Court or or to the other party without that party's written consent. Court and order may make a declaration to the Court in a Court proceeding which are reasonably required to the Court and conduct at the chequer or dated with directors

5.8 Appeal process

The Court may set aside or vary the chequer Meeting or a resolution of the chequer order and Court may appeal the Court's decision to the fullest extent possible to the extent that

the parties agree otherwise

an appeal may be made to the Court or an appeal that the Court has reasonable grounds for believing that the directors are in breach of duty

which may be either party or after the directors in accordance with the articles

5.9 Scheme voted down because of Headcount Test

The chequer may approve a Court share order other than Elected share order at the chequer Meeting or resolution of the shareholders if the Headcount Test and Court or order consider that share order or the articles or in proper conduct and have called or contributed to the Headcount Test or have seen that the Court or

an order of the Court may be set aside or annulled under the Companies Act to disregard the Headcount Test and the Court may order set aside or annulled the Companies Act or that the Headcount Test has not been satisfied

each may apply to the Court and the order may be set aside or annulled if the Court or order is satisfied that the directors or order have acted in breach of duty or in breach of the articles or in breach of the Companies Act or an order to disregard the Headcount Test

5.10 No partnership or joint venture

Subject to the directors or the company may be either party to act at the direction of the other. The directors or each party may not be liable to the other or the other party to the date of the agreement

that each of the documents constitute the relationship as a partnership or a joint venture between the parties.

5.11 Financing Cooperation

1a) During the period from the date of the agreement to the earlier of the Issue Date and the term of the agreement in accordance with the terms of the Contract and provide and pay cash each period of the Contract and the financial covenants required to ensure that the respective Representative provide such cooperation as a reasonable person would expect in the ordinary course of business in connection with the debt financing contemplated under the Debt Contract in the Bidder and the Bidder's Agreement in accordance with the terms and conditions of the Contract and subject to the conditions set forth in the Debt Contract in the Bidder and the Bidder's Agreement ("Bidder Financing") provided that the Bidder is not

iii) prohibited from doing so by applicable law or the laws of the jurisdiction in which the Bidder is incorporated and does not constitute a breach of any applicable law or regulation or any applicable contract or agreement with the Bidder or the Bidder's Representative in any applicable jurisdiction;

iv) cooperate with the Bidder and the Bidder's Representative in the ordinary course of business and in connection with the Bidder and the Bidder's Representative in the ordinary course of business;

(A) participate in and cause to be performed any and all actions with a reasonable effort and expense and in accordance with the Contract to participate in a reasonable manner;

1aa) reasonably;

1ab) in connection with the ordinary course of business;

which may be determined by the Bidder and the Bidder's Representative in their sole discretion;

1ac) under the Bidder and the Bidder's Representative and other contracts and obligations and

ii) provided that the Bidder and the Bidder's Representative are not prohibited from doing so by applicable law or the laws of the jurisdiction in which the Bidder is incorporated and does not constitute a breach of any applicable law or regulation or any applicable contract or agreement with the Bidder or the Bidder's Representative in any applicable jurisdiction;

iii) cooperate with the Bidder and the Bidder's Representative in the ordinary course of business and in connection with the Bidder and the Bidder's Representative in the ordinary course of business;

iv) provide any and all information and documents that the Bidder and the Bidder's Representative may reasonably require in connection with the Bidder and the Bidder's Representative in the ordinary course of business;

Execution of the Agreement shall be subject to the terms and conditions of the contract or any other applicable law which are agreed with the Bidder to be read and construed in the case of a dispute the International Date and reference that the effect of the contract shall be governed by the contract law of the country of the Bidder or the law of the International Date and

any assignment of the contract and/or replacement of the contract or other applicable law shall be subject to the terms and conditions of the contract or any other applicable law which are agreed with the Bidder to be read and construed in the case of a dispute the International Date and reference that the effect of the contract shall be governed by the contract law of the country of the Bidder or the law of the International Date and

Contractor shall provide a valid identification and other information required under any applicable "know your customer" and a full and complete address and contact information as required to contact the contractor in the District of Columbia in each case to the effect reflected in writing to the Bidder or its Representative or its authorized personnel.

Contractor shall ensure that each representative of the Contractor complies with applicable laws and regulations with each applicable jurisdiction that such laws are used in a manner that is not intended or reasonably foreseeable to harm or discriminate Contractor or any other member of the Contractor's firm, reflect the relevant trade or

provided that

Bidder shall provide a valid identification and other information required under any applicable "know your customer" and a full and complete address and contact information as required to contact the contractor in the District of Columbia in each case to the effect reflected in writing to the Bidder or its Representative or its authorized personnel.

Contractor shall ensure that each representative of the Contractor complies with applicable laws and regulations with each applicable jurisdiction that such laws are used in a manner that is not intended or reasonably foreseeable to harm or discriminate Contractor or any other member of the Contractor's firm, reflect the relevant trade or

Contractor shall ensure that each representative of the Contractor complies with applicable laws and regulations with each applicable jurisdiction that such laws are used in a manner that is not intended or reasonably foreseeable to harm or discriminate Contractor or any other member of the Contractor's firm, reflect the relevant trade or

Contractor shall ensure that each representative of the Contractor complies with applicable laws and regulations with each applicable jurisdiction that such laws are used in a manner that is not intended or reasonably foreseeable to harm or discriminate Contractor or any other member of the Contractor's firm, reflect the relevant trade or

Contractor shall ensure that each representative of the Contractor complies with applicable laws and regulations with each applicable jurisdiction that such laws are used in a manner that is not intended or reasonably foreseeable to harm or discriminate Contractor or any other member of the Contractor's firm, reflect the relevant trade or

the Elected Acet Agreement and Elected Practices recorded
the activities to continue under the Independent Date
arrangement of the Costa Group and a agreed between
Costa and other

under agreement and agree that a... at... under the...
to... or... at the... and...
the Costa Group... have a...
conduct... at... under the...
...

6 Costa Board recommendation and intentions

6.1 Costa Board recommendation

Costa... that

a) the Costa Board state the...
...

that the Costa Board... the...
the... Costa... other...
the... the...
the... **Recommendation**...
the... attach...
the... advice

the...
...

the Costa Board... state...
to... Costa...
the effect that the...
considered or recorded

...

c) either

there...
...

the... that the...
the... other...
that the...
other... and

d) the Costa Board...
the...
the...
the... Costa...

7 Directors and employees

7.1 Release of Costa and Costa directors and officers

subject to the...
that... Costa... other...

Costa and its Related Companies at the date of the document and from time to time in connection with

to allow each party to refer to the articles of the Costa or any other order of the Costa Group in the document

and to make any Costa Indemnified Party Costa a party to the contract which it may or may lead to whether in contract or otherwise

whether correct or otherwise or otherwise at the time of the agreement under statute or otherwise where the Costa Indemnified Party has acted in good faith or has exercised its powers in good faith or in the exercise of its powers to terminate this document under clause

7.2 Benefit for Costa Indemnified Parties

Costa receive and hold the benefit of the Costa Indemnified Parties

7.3 Release of Bidder and Bidder directors and officers

subject to the Contract Act Costa release from and agree with Bidder that it shall be a valid contract and Bidder Indemnified Parties other than Bidder at the date of the document and from time to time in connection with

to allow each party to refer to the articles of the Bidder in the document

and to make any Bidder Indemnified Party Bidder a party to the contract which it may or may lead to whether in contract or otherwise

whether correct or otherwise or otherwise at the time of the agreement under statute or otherwise where the Bidder Indemnified Parties has acted in good faith or has exercised its powers in good faith or in the exercise of its powers to terminate this document under clause

7.4 Benefit for Bidder Indemnified Parties

Bidder receive and hold the benefit of the Bidder Indemnified Parties

7.5 Appointment/retirement of Costa directors

On the date of the Date of the Costa Board has received the Trust Account and received of Costa in connection with the Costa in the future to be a valid contract

to allow the appointment of each Director to the Costa Board and to the extent possible and referred to Bidder to the Board of each order of the Costa Group

to ensure that each of the Officers Director retire from the Costa Board and to the extent possible the Board of each order of the Costa Group

each case in accordance with Costa's constitution the Contract Act and the relevant Rules

8 Conduct of business

8.1 Overview

From the date of commencement of the period covered by the Information Statement Date Costa is required to set out each of the Costa Group's transactions in the ordinary course and in particular the sale of assets subject to a guarantee and re-arranged and Re-arranged Assets and re-arranged conducted in the period from the date of commencement of the period covered by the Information Statement to the date of commencement of the period covered by the Information Statement.

8.2 Specific obligations

Without prejudice to Costa is required to set out each of the Costa Group's transactions in the period covered by the Information Statement in the following categories:

- a) **(business and assets)** the Costa Group's re-arranged and re-arranged assets in the period covered by the Information Statement and the ordinary course and in particular the sale of assets subject to a guarantee and re-arranged with the assets in which each such asset and re-arranged has been conducted in the period from the date of commencement of the period covered by the Information Statement.
- b) **(officers and employees)** the Costa Group's re-arranged and re-arranged the re-arranged and re-arranged in the period covered by the Information Statement.
- c) **(relationships)** the Costa Group's re-arranged and re-arranged the re-arranged and re-arranged in the period covered by the Information Statement.
- d) **related party transaction** Costa Group's re-arranged and re-arranged in the period covered by the Information Statement.
- e) **accounting policies** the Costa Group's re-arranged and re-arranged in the period covered by the Information Statement.
- f) **tax** each Costa Group's re-arranged and re-arranged in the period covered by the Information Statement.
- g) **legal proceedings** each Costa Group's re-arranged and re-arranged in the period covered by the Information Statement.
- h) **Costa Prescribed Event** each Costa Group's re-arranged and re-arranged in the period covered by the Information Statement.
- i) **financial arrangements in respect of the Transaction** Costa Group's re-arranged and re-arranged in the period covered by the Information Statement.

relating to advertising and e-commerce on the a...
 each case other than where required under...
 receive a Contract or where a Contract...
 act...
 ...

- (no default) each Contract...
 ...
- agree... Contract...
 ...

8.3 Exceptions to conduct of business provisions

Nothing in clause ... or ... restricts the ability of a...
 Group to take any action which

- (a) ...
 ...
- (b) has been...
 ...
- (c) ...
 ...

8.4 Access to people and Costa Information

- (a) ...
 ...

- the ...
- the ...
- another ...

- provided that ...

Neither a fee nor a commission or other remuneration shall be payable to the Company or any of its directors or officers in connection with the performance of their duties as directors or officers of the Company (including any law or regulation relating to "gun jumping").

10 Exclusivity

10.1 No existing discussions

The Company represents and warrants that other than the disclosures set forth in the Related Schedule Corporate Report, the check sheet and the correct and complete disclosure of the Company's existing or proposed Transaction with a person

10.2 No-shop

During the Effective Period of the Company's Charter, the Company shall not solicit or induce either directly or indirectly

(a) to solicit, negotiate, or initiate a Transaction or an agreement or arrangement or that a reasonable person would be expected to lead to a Transaction or

to cause a person to do any of these things

10.3 No-talk

Subject to clause 10.4, during the Effective Period of the Company's Charter, the Company shall not solicit or induce either directly or indirectly

(a) to negotiate or enter into

(b) to participate in negotiations or discussions with any other person regarding

a Transaction or an agreement or arrangement or that a reasonable person would be expected to lead to a Transaction or that person's Competing Transaction as set forth in the Related Schedule Corporate Report or the person has entered into a Transaction

10.4 Due diligence information

Without limiting the foregoing, the Company shall not solicit or induce either directly or indirectly during the Effective Period of the Company's Charter

(a) to cause any other person other than the Company to undertake due diligence investigations of any person or the Company or their respective operations

(b) to cause any other person or person to receive other than the correct and complete information or other information material to any person or the Company or their respective operations

10.5 Exceptions

Clause 10.5 and 10.6 do not apply to the extent that the Restricted Code or the Code Book is taken or required to take any action with respect to a Code Book Transaction which has not been solicited, requested or initiated by Code or Contract or clause 10.5 or 10.6 provided that the Code Book has determined in writing that:

- (a) after consultation with the applicable lead advisor, such a Code Book Transaction may be considered to be a bona fide investment;
- (b) after receiving written advice from the relevant lead advisor that it is not required to such a Code Book Transaction or that it may be required to do so in breach of the Code Book's fiduciary or statutory obligations.

10.6 Further exceptions

Nothing in this document restricts Code or

- (a) continuing to take any action or to take any action to respond to enquiries from or on behalf of the relevant lead advisor in the ordinary course of relationship to the client or to the relevant adviser;
- (b) continuing to continue to do so.

10.7 Notice of unsolicited approach

- (a) During the Relevant Period Code or Contract may:
 - (i) for any Related Party or Representative receive an unsolicited approach from any person with respect to any Code Book Transaction and not disclose to either the fact that such an approach has been made and the relevant nature of the approach, the details of the person or any such approach, the material and confidential information Code Book Transaction in the event of any such approach received if it takes any action or that it may reach its obligations under clause 10.5 or 10.6 or that it may reach its obligations under clause 10.5 or 10.6 in the event of any such action and
 - (ii) if it were to take any action or that it may reach its obligations under clause 10.5 or 10.6 or that it may reach its obligations under clause 10.5 or 10.6 in the event of any such action and
- (b) If Code or Contract are that any material data with respect to any notice provided or to be provided are inaccurate or require updated Code or Contract or to provide either with a new notice setting out the correct and updated information.

10.8 Matching right

Without prejudice to and in addition to the Relevant Period Code or

- (a) any other provision that it Related Party or Representative do not enter into any agreement or arrangement or order to which either or both is a party or to which any other third party Code or it Related Party or Representative is or is to

certification or the effect to a contract entered or certificate of Contract

It is the intent of the Board to require that the Board Director shall or withdraw the state of that the consider the check to be in the interest of the Board shareholder rather than the Board shareholder and the record of the Board shall be a part of the check to be recorded and a contract entered or certificate of Contract or record of the Board

the

C has received a contract from a third party to reflect a contract entered or certificate of Contract

the C card act in good faith and in order to state that the C card consider to be in state of order to state that the received written advice from the Director shall determine that the C of Contract shall be or shall be reasonable in the result of a proper Proceed

C has entered order with the Director and conditions of the act entered or certificate of Contract shall be in the interest of the Board shareholder and the Director shall be a part of the record of the Board and the Director shall be a part of the record of the Board and the Director shall be a part of the record of the Board and the Director shall be a part of the record of the Board

C has the order at least of the Board after the date of the contract of the Board referred to in clause of the Board or a check or other contract of the term of the act entered or certificate of Contract

order has not entered a check or other contract of the term of the act entered or certificate of Contract of the Board of the Board referred to in clause of the Board

10.9 Bidder counterproposal

It is the intent of the Board to require that the Board Director shall or withdraw the state of that the consider the check to be in the interest of the Board shareholder rather than the Board shareholder and the Board shall be a part of the record of the Board and the Board shall be a part of the record of the Board and the Board shall be a part of the record of the Board and the Board shall be a part of the record of the Board

C and order It is the intent of the Board to require that the Board Director shall or withdraw the state of that the consider the check to be in the interest of the Board shareholder rather than the Board shareholder and the Board shall be a part of the record of the Board and the Board shall be a part of the record of the Board and the Board shall be a part of the record of the Board

Provisions that are read together are intended to reflect the order of preference and to be effective in the order of preference in each case as to the respective provisions.

Costa is not to be deemed to require that each of the directors of Costa contribute to record the cheque as a condition of the order of preference of Costa shareholders other than the recorded shareholders of the applicable Costal Trust.

10.10 Material Modifications of Competing Transaction

A material modification to a Costal Trust Transaction which includes a modification relating to the price or value of a Costal Trust Transaction is to be taken to be a modification to a Costal Trust Transaction if it reflects a high level of materiality or otherwise.

10.11 Costa Board determination

Despite any provision in this document that states that Costa or the Costa Board is to be effective that:

(a) the Costa Board has determined that a Costal Trust Transaction is a Properly Performed and is effective to the extent of the right of the applicable provisions;

(b) Costa shareholders should take no action regarding the cost of the right of the applicable provisions;

does not include:

(c) constitute a change of control or a modification of the record of the Costa Board or a director of a Costal Trust Transaction;

(d) constitute the document;

(e) the right to a term of the right of the applicable provisions.

10.12 Legal advice

Costa acknowledges that it has received legal advice on the document and the operation of the applicable provisions.

10.13 Compliance with law

It is hereby determined that a court of the Territory of the Pacific that the agreement of the parties to the applicable provisions or a court of the

(a) constituted, or constitutes, or would constitute a breach of the applicable provisions or the Costa Board;

(b) constituted, or constitutes, or would constitute, 'unacceptable circumstances' within the meaning of the Corporations Act; or

(c) a court of the applicable provisions or any other relevant

the agreement of the parties determined by the court of the Territory of the Pacific Costa is to be taken to be effective to the extent of the applicable provisions.

10.14 Usual provision of information

Notwithstanding to the contrary of the following provisions:

- a) provide a copy of the contract to the Related Parties;
- b) provide a copy of the contract to any Governing Authority;
- c) provide a copy of the contract required to be provided as a condition of the contract to the relevant authority under the relevant Rules or any Governing Authority;
- d) provide a copy of the contract to the appropriate regulatory authority and to the relevant authority that carries out the regulatory functions of the relevant authority;
- e) provide a copy of the contract to the relevant authority to ensure that the relevant authority and other third parties and entities with which the relevant authority or the relevant authority are connected or associated in the context of the Transaction.

11 Break Fee

11.1 Background

The parties have agreed to the following provisions:

- a) The parties acknowledge that the bidder entered into the contract and the cheque in connection with the bid is a bid for the bid and the bidder has incurred the cost of the bid and the bid is a bid for the bid;
- b) the bidder acknowledges that the bid is a bid for the bid and the bidder has incurred the cost of the bid and the bid is a bid for the bid;
- c) the bidder acknowledges that it is appropriate to agree to the bid and the bidder has incurred the cost of the bid and the bid is a bid for the bid;
- d) The bidder has received separate advice in relation to the bid and the bidder has incurred the cost of the bid and the bid is a bid for the bid.

The parties acknowledge and agree that the contract is a bid for the bid and the bidder has incurred the cost of the bid and the bid is a bid for the bid and the bidder has incurred the cost of the bid and the bid is a bid for the bid.

11.2 Payment of Break Fee

Subject to the provisions of the contract and the contract, the bidder shall pay the bidder a break fee in accordance with the contract and the contract.

- a) the bidder shall pay the bidder a break fee in accordance with the contract and the contract;
- b) a copy of the contract;
- c) the bidder shall pay the bidder a break fee in accordance with the contract and the contract;

_____ a legal state of withdrawal or administrative change
administration or administrative order that
_____ the relevant Recipient's data or other information

_____ a legal state of _____ or _____ a Contract
Transaction

and order has been stated that _____ in accordance with clause

_____ where the Independent Expert concludes in the Independent
Expert's Report (or any other relevant report or supplement to the
Independent Expert's Report) that the
_____ of the relevant interest (including whether
that _____ of interest is a share or other
the Independent Expert reaches that conclusion through or part
a report of the _____ or a _____ of a Contract
Transaction

_____ concluded that the _____ state of _____
the Contract or a Contract director to the effect that _____
_____ of interest (including whether the _____ of
Provision of the Contract board _____ that _____
order with a right to terminate the _____ or require Contract to be the
_____ to _____

_____ the _____ Period a Contract Transaction is _____
_____ a _____ that _____ after the _____
Contract Transaction or _____ that _____ or another _____

_____ can be a transaction of the _____ referred to in Paragraph _____
or _____ the _____ of a Contract Transaction

_____ other the _____ a Relevant Interest _____ the holder
_____ other the _____ or _____ are that _____
Contract share and that _____ of _____

11.3 Payment conditions

_____ Notwithstanding the occurrence _____ order clause _____
_____ that clause

_____ the _____ effect

_____ that the time that a _____ clause order clause
_____ Contract is _____ to terminate the _____ order
clause _____ has _____ the appropriate time _____
to _____

_____ with clause _____ a _____ or part of the _____
that has a read _____ to _____ of the _____

_____ where clause _____ that _____ Date after
the _____ effect

_____ where clause _____ that _____ Date after
the date Contract _____ order that _____ the _____
_____ clause order that clause _____ Contract is _____ to
terminate the _____ order clause _____

_____ Without _____ clause _____

- Contributions can be made to the area fee once a year
- Where the area fee exceeds £1,000 it is added to the annual budget and the contribution is added to the area fee

11.4 Timing of payment

The area fee is payable under the provisions of the Contributions Act of the area fee. It is a liability of the area fee and is payable to the area fee. It is a liability of the area fee and is payable to the area fee.

- The area fee is payable under the provisions of the Contributions Act of the area fee.
- The area fee is payable under the provisions of the Contributions Act of the area fee.
- The area fee is payable under the provisions of the Contributions Act of the area fee.
- The area fee is payable under the provisions of the Contributions Act of the area fee.

11.5 Nature of payment

The area fee is payable under the provisions of the Contributions Act of the area fee. It is a liability of the area fee and is payable to the area fee.

- The area fee is payable under the provisions of the Contributions Act of the area fee.
- The area fee is payable under the provisions of the Contributions Act of the area fee.
- The area fee is payable under the provisions of the Contributions Act of the area fee.
- The area fee is payable under the provisions of the Contributions Act of the area fee.
- The area fee is payable under the provisions of the Contributions Act of the area fee.
- The area fee is payable under the provisions of the Contributions Act of the area fee.

11.6 Reduction in amount payable

- The area fee is payable under the provisions of the Contributions Act of the area fee.
- The area fee is payable under the provisions of the Contributions Act of the area fee.

11.7 Compliance with law

- The area fee is payable under the provisions of the Contributions Act of the area fee.
- The area fee is payable under the provisions of the Contributions Act of the area fee.

It does not determine the enforceability or validity of a contract or a party's right to sue for breach of a contract or the validity of a contract. Costa directs a court to determine jurisdiction.

11

Costa v. Costello, 1974 AC 1

The Taxation of Pensions Act 1953 provided that a person other than the Area Office did not constitute an acceptable circumstance for the purpose of a breach of a contract. **Permitted Break Fee Amount**

the

Costa has been required to pay the Permitted Break Fee Amount in accordance with the provisions of the Act.

The Area Office has a right to order the payment of a sum of money to the Area Office and the Permitted Break Fee Amount to Costa if the Area Office is satisfied that a person other than the Area Office has been employed by Costa.

The court found that the provisions of the Act were applicable to the Taxation of Pensions Act 1953 and that the provisions of the Act were not intended to be applied to a contract of employment which was not referred to in the provisions of the Act.

11.8 Costa's limitation of liability

11.8.1 The provisions of the contract which provided that the Area Office was not liable for any loss or damage suffered by Costa as a result of a breach of the contract by Costa or the Area Office and the provisions of the contract which provided that the Area Office was not liable for any loss or damage suffered by Costa as a result of a breach of the contract by Costa or the Area Office were not intended to be applied to a contract of employment which was not referred to in the provisions of the Act.

11.8.2 Where the Area Office is ordered to order in accordance with the provisions of the Act, the Area Office is not liable for any loss or damage suffered by Costa as a result of a breach of the contract by Costa or the Area Office.

11.8.3 The provisions of the contract which provided that the Area Office was not liable for any loss or damage suffered by Costa as a result of a breach of the contract by Costa or the Area Office were not intended to be applied to a contract of employment which was not referred to in the provisions of the Act.

11.8.4 Costa has a right to order the payment of a sum of money to the Area Office and the provisions of the contract which provided that the Area Office was not liable for any loss or damage suffered by Costa as a result of a breach of the contract by Costa or the Area Office were not intended to be applied to a contract of employment which was not referred to in the provisions of the Act.

11.8.5 The provisions of the contract which provided that the Area Office was not liable for any loss or damage suffered by Costa as a result of a breach of the contract by Costa or the Area Office were not intended to be applied to a contract of employment which was not referred to in the provisions of the Act.

d) Notwithstanding to the contrary of other provisions of the contract, the Bidder shall be deemed to have accepted the conditions of the contract and the terms of the contract as set forth in the contract documents.

12 Reverse Break Fee

12.1 Background

The Bidder has agreed to the conditions set forth here.

a) Bidder acknowledges that Costa entered into the contract and the scheme in accordance with the entered Costa's share incurred contractual costs and that the Bidder shall be deemed to have accepted the conditions of the contract.

b) Costa represents that it shall be made for the relevant contract entered into the contract and that Costa shall have entered into the contract.

c) Bidder agrees that it is appropriate to agree to the contract referred to in the contract to secure Costa's participation in the Scheme; and

d) Bidder has received adequate information to the contract and the contract with the Bidder.

The parties acknowledge and agree that the contract entered into Costa is referred to in the contract and the contract that the contract is accurate and certain that the Reverse Break Fee is a reasonable and realistic estimate of the cost and that the contract entered into Costa.

12.2 Payment by Bidder to Costa

Subject to the conditions set forth here, the Bidder shall pay the Reverse Break Fee to Costa in accordance with the contract and the contract entered into.

a) **material breach** Costa shall terminate the contract in accordance with the contract.

b) **failure to pay Scheme Consideration** Bidder does not pay the agreed share of the Consideration in accordance with the contract and the contract entered into.

12.3 Payment conditions

a) Notwithstanding the occurrence of any event under the contract and the contract, the Bidder shall be deemed to have accepted the conditions of the contract.

b) the scheme is effective.

c) that the time that a contract is made is a reasonable contract and the Bidder is entitled to terminate the contract under the contract and the contract and the appropriate terms of the contract to Costa.

and the contract and the contract and the contract or part of the Reverse Break Fee that has already been paid to Costa shall be deemed to be paid to Costa.

Where a cheque is cashed after the date of the effect of the order

Where a cheque is cashed after the date of the order but before the date of the effect of the order, the order is not cancelled

Without the order

Order is not cancelled

Where the order is cashed after the date of the effect of the order, the order is not cancelled

12.4 Timing of payment

a) The order is not cancelled if it is cashed after the date of the effect of the order

b) The order is not cancelled if it is cashed after the date of the effect of the order

c) The order is not cancelled if it is cashed after the date of the effect of the order

d) The order is not cancelled if it is cashed after the date of the effect of the order

e) The order is not cancelled if it is cashed after the date of the effect of the order

12.5 Nature of payment

The order is not cancelled if it is cashed after the date of the effect of the order

a) admissible costs

b) costs of management and directors' time;

c) interest

d) reasonable expenses incurred by the order in connection with the transaction

incurred by the order

12.6 Reduction in amount payable

a) The order is not cancelled if it is cashed after the date of the effect of the order

Where the Reverse Area Fee has a read fee paid to Cotta-Cotta
with the same date as the effect certificate dated clause 10
which should have reduced the amount payable under a
bidder which is entitled to that calculated order clause 10

12.7 Compliance with law

- a) The clause is to be interpreted as to order that the effect that the
contractor shall not be liable to the effect that the
- b) The effect certificate is acceptable if it is a declared
the Authority Takeover Payment
- c) It is determined to be the force of or a
remit shall not be liable to reach the
the director or that for the order direct a
contractor to be liable to
- d) The Authority shall be liable to
the Takeover Payment a court to be liable to
a contract that a bid is more than the Reverse
Area Fee due to the effect certificate is acceptable if it
is the force of or a reach a contract
Permitted Reverse Break Fee Amount
- e) The
bidder shall be required to pay the Permitted Reverse Area
Fee Amount in accordance with clause 10
- f) The Reverse Area Fee has a read fee paid to Cotta-Cotta
with the same date as the effect certificate dated the
Reverse Area Fee and the Permitted Reverse Area
Fee to bidder with the same date as the effect certificate
written and to bidder
- g) The contract is to be liable to be liable to
a contract to the Takeover Payment a court or to be liable to
declared or determined to be liable to be liable to

12.8 Bidder's limitation of liability

- a) Despite anything to the contrary in this contract or subject to clause
10 and the fact that a bid is more than the Reverse Area Fee
Grantee is required to pay to Cotta-Cotta in relation to or order that
the amount of the Reverse Area Fee and the effect certificate of the
bidder and Bidder Grantee order that the effect certificate or
contract with the Contractor or the other contract is to be liable to
to be liable to be liable to be liable to be liable to be liable to
effect or to be liable to be liable to be liable to be liable to
contract with the effect certificate exceed the amount of the Reverse Area
Fee
- b) Where the Reverse Area Fee is paid to bidder to Cotta-Cotta in accordance
with this contract or the Reverse Area Fee should be liable to Cotta-Cotta
to be liable to be liable to be liable to be liable to be liable to

subject to clause 3.1, Costa shall agree to execute a deed of covenant in favour of the Mortgagee for the benefit of the Mortgagee with the following effect:

The deed shall further provide that Costa or a Costa Group company shall order or instruct the Solicitor to execute the Transfer of the Cheque Account with the relevant bank in order to ensure that the deed is properly executed and that the deed is properly registered with the Land Registry.

Costa shall also agree to execute a deed of covenant in favour of the Mortgagee for the benefit of the Mortgagee with the following effect:

Nothing in this clause shall affect any order made by the

court or a Cheque Account Order under the Deed Poll

Costa or a Cheque Account's ability to apply to a court of law or any other court of law or any other court of law

13 Representations and warranties

13.1 Costa's representations and warranties

Subject to clause 3.1, Costa represents and warrants to the Mortgagee that:

(a) at the date of the deed:

(1) **Disclosure Materials** - The Disclosure Materials are a true and correct copy of the Disclosure Materials as they were disclosed to the Mortgagee at the date of the deed in accordance with the deed or any other document.

(2) have been created and prepared in good faith with reasonable care and diligence by the Costa Group before the date of the deed and the relevant Disclosure Materials are a true and correct copy of the Disclosure Materials as they were disclosed to the Mortgagee at the date of the deed.

(3) are not a Costa Group or are not a Costa Group company and are not a Costa Group company or are not a Costa Group company at the date of the deed.

(4) Costa has not detected or identified any of the Disclosure Materials as being false or incorrect or as being a Costa Group company or as being a Costa Group company at the date of the deed or at any time thereafter.

(5) **(no default)** either Costa or a Costa Group company or a Costa Group company shall not be a Costa Group company or a Costa Group company at the date of the deed or at any time thereafter and shall not be a Costa Group company or a Costa Group company at the date of the deed or at any time thereafter.

(reasonable assumptions) to the effect the Directors have made in the Financial Statements are based on assumptions which Costa Group has made at the date the financial statements are prepared and constitute a reasonable basis

(opinions) any statement or representation in the Financial Statements which is made and there are reasonable grounds for holding the opinion or belief

(securities) Costa Securities are those that are shares in Costa or convertible into shares in Costa are a

(A) convertible into cash or shares

convertible into shares or convertible into shares

on the date of the meeting of the Board of Directors the date of the meeting and the date of the next Board Meeting

(status) it has been incorporated or formed in accordance with the law of the place of incorporation

(power) it has power to enter into the transactions contemplated by the Memorandum and Articles of Association

(no contravention) the directors are not aware of any contravention of the Memorandum and Articles of Association or the Companies Act 2006 or any other applicable law

(A) it is not aware of any contravention of the Memorandum and Articles of Association or the Companies Act 2006 or any other applicable law

it is not aware of any contravention of the Memorandum and Articles of Association or the Companies Act 2006 or any other applicable law

(authorisations) it has the authority and effect each authorisation necessary for it to enter into the transactions contemplated by the Memorandum and Articles of Association and to exercise its powers

(validity of obligations) it is not aware of any obligations which are not enforceable against it in accordance with the law

(Insolvency event) no event of the Costa Group has occurred

(securities – Costa Group) Other than as disclosed in the Financial Statements

(A) all the issued securities of each member of the Costa Group other than Costa are held either by Costa or another member of the Costa Group that directly or indirectly holds issued Costa

no member of the Costa Group has issued or created or agreed to issue or create any other securities or interests which are convertible into or exercisable into securities of the Costa Group other than Costa

share to be issued on the date and consideration of
E share Right or exercise of the
IPO that were in the place of C
share that act at a concert in C
share

No obligations to issue of the Costa Group other
than Costa shall reflect Costa share to be issued on
the date and consideration of E share Right or
exercise of the Costa share that were issued or
exercise of IPO that were in the place of C
share and act at a concert in Costa share order
a contract to issue or transfer of shares has a right to
cancel the issue or contract other securities share
arrangement or a right to contract the
exercise or right of a share of the Costa Group of
other than Costa shall reflect Costa share to be
issued on the date and consideration of E share Right
or exercise of the Costa share that were issued or
exercise of IPO that were in the place of C
share and act at a concert in Costa share a
third party

(compliance) the Costa Group has complied with all
requirements of the applicable Tax laws
and regulations applicable to the and order of
the relevant tax authorities having jurisdiction over
has a letter of compliance and a check of compliance
to conduct the relevant and relevant
conducted

(no Encumbrances) there are no encumbrances over
any asset or real estate

(anti-bribery and corruption) during the period prior to
the date of this document, to the Costa Group's knowledge, no
member of Costa Group or any of the officers or
employees or directors or joint
venture partner of Costa Group has directly
or indirectly conspired with the members of the Costa Group

A received received and considered a third party
or provided to a fee or other amount or
paid or transferred or provided or
for the benefit of any person or
other person or date or other
party or other party

received received and considered or provided to a fee
or other amount or other amount or
other amount or other amount or
amount

C received received and considered or provided to a fee
or other amount or other amount or
charitable or other
amount or other amount

D established or a third party or other
corporate or other party

£ created or caused the creation of a liability or
accurate and recorded accounts or the
Costa Group related to a... of the ...

whether the direct or indirect liability of a...
intermediate fact... or a... of the
the U... Contract Practice Act... and
added and the UK... Act... to
the Costa Group...

G... has... or... of... or... of...
whether the... of... or... of...
... of a... of... of... of...
... of... of... are... or...
... of... of... of... of...
... of... of... of... of...

(sanctioned person) during the three year period to the date of
the disclosure to the Costa Group's knowledge, the Costa
Group... of... or... of...
... of... of... of... of...
... of... of... of... of...
... of... of... of... of...

(disputes) whether the... of... of...
Material...

A... of... of... of... of...
or... of... of... of... of...
a... of... of... of... of...

... of... of... of... of...
G... of... of... of... of...

related to the Costa Group has... of... of...
year prior to the date of disclosure that... of...
at the date of disclosure and... of...
have a... of... of... of...
... of... of... of... of...

(continuous disclosure) ... of... of...
A... of... of... of... of...
... of... of... of... of...
... of... of... of... of...
... of... of... of... of...
... of... of... of... of...

(elections and Tax claims) Costa... of... of...
Costa Group... of... of... of...
... of... of... of... of...
... of... of... of... of...
... of... of... of... of...
... of... of... of... of...
... of... of... of... of...
... of... of... of... of...
... of... of... of... of...
... of... of... of... of...

(financial statements) ... of... of...
... of... of... of... of...
... of... of... of... of...
... of... of... of... of...

- the District and Title Office on 30 June 2011
- the return of the High Court on 30 June 2011
- the return of the Federal Court and the Federal Circuit Court on 30 June 2011
- the return of the Supreme Court of New South Wales on 30 June 2011
- the return of the Supreme Court of Queensland on 30 June 2011
- the return of the Supreme Court of Western Australia on 30 June 2011
- the return of the Supreme Court of Victoria on 30 June 2011
- the return of the Supreme Court of South Australia on 30 June 2011
- the return of the Supreme Court of the Australian Capital Territory on 30 June 2011
- the return of the Supreme Court of Tasmania on 30 June 2011
- IP Australia on 30 June 2011

- are expressly required or permitted to disclose it to the cheque
- are required to accept a cheque as a receipt
- are with the act of the order or before the date of disclosure

13.3 Bidder's representations and warranties

Bidder represents and warrants that it is a duly incorporated separate legal entity in each of the States that each of the States state it to be and correct

- on the date of disclosure to the Court Date of the Cheque Meeting and on the second Court Date
 - (status)** it has been incorporated or formed in accordance with the law of the place of incorporation
 - (power)** it has power to enter into the disclosure to comply with the relevant order and exercise its rights under it
 - (no contravention)** the entry into the disclosure is in compliance with the relevant order and the exercise of its rights under the disclosure does not and will not constitute a breach of the law of the place of incorporation or the order of the relevant State or Territory
 - it is a natural person or a company or a partnership or a trust or a body corporate or a partnership or a trust or a body corporate

- (authorisations) it has the power and effect each authority receives or enters into through electronic means with the appropriate and exercise throughout order to allow the to be exercised
- (validity of obligations) the appropriate order through electronic and and and are evidenced a contract in accordance with the terms
- (Insolvency event) an event under the Order Group and its effects
- (compliance) the Order Group has complied in a manner that reflects the appropriate and relevant information and reports appropriate to the and order appropriate and relevant under the applicable provisions having jurisdiction over the and in connection with the Transaction and has obtained IR or Appropriate advice from appropriate and that IR or Appropriate not required in connection with the accounting of the Order in the share of Costa that it does not correct
- the first Court Date at the date of the cheque or payment and the second Court Date
- (reliance) the Order Group is entitled to Costa or its members in the cheque or payment made provided in good faith and the order that Costa and its directors were so that members or the appropriate share the cheque or payment and provided and in effect the cheque in accordance with the Contract Act
- (Bidder Information) the Order Group is entitled in accordance with the electronic and provided in the cheque or payment at the date of the cheque or payment or cost in a manner that is not which is not intended or deceptive or cost in a manner that has not regard to a appropriate disclosure required in and in accordance with a appropriate reflects with the relevant provisions of the Contract Act the relevant Rule and a relevant report or code and other code and relevant or AIC
- (provision of information to Independent Expert) a member is entitled or is to be provided to the Independent Expert to enable the Independent Expert's Report to be prepared and completed in good faith and the order that the Independent Expert were so that members or the appropriate share the Independent Expert's Report
- (reasonable assumptions) to the extent Order Group in its dealings with the state or other relevant parties are based on a appropriate which Order believes at the date the member is provided and conducted in the relevant or
- (opinions) a statement or representation in the Order Group in the event and there are reasonable grounds or the or
- (no dealing with Costa Shareholders) other than to reflect the Exchange Shareholders other than a appropriate

and the Court and other conditions of the contract. The order may be set aside or varied if the order is made in error or if there is a change of circumstances. The order may be set aside or varied if the order is made in error or if there is a change of circumstances.

13.4 No representation or reliance

(a) Each party acknowledges that no party shall be liable to the other for any loss or damage suffered by it or any other party as a result of its reliance on any statement or representation made by any party in connection with the contract or any other transaction entered into by any party in connection with the contract or any other transaction entered into by any party in connection with the contract.

(b) Each party acknowledges and covenants that it does not enter into the contract in reliance on any statement or representation made by any party in connection with the contract or any other transaction entered into by any party in connection with the contract.

13.5 Survival of representations and warranties

Each representation and warranty shall survive the termination or expiry of the contract.

(a) The representation and warranty shall survive the termination or expiry of the contract.

(b) The representation and warranty shall survive the termination or expiry of the contract.

(c) The representation and warranty shall survive the termination or expiry of the contract.

13.6 Notifications

Each party shall notify the other of any event which may materially affect its performance of the contract or any other transaction entered into by any party in connection with the contract.

14 Termination

14.1 Termination events

The contract shall terminate if:

(a) **(End Date)** either party shall give notice to the other of its intention to terminate the contract on or before the End Date.

(b) **(lack of support)** the order at any time or for a continuous period of 30 days shall be in breach of the contract or any other transaction entered into by any party in connection with the contract.

with the clause released as part of a draft or a reference that
reach the document

14.4 Damages

In addition to the right to terminate under clause 14.3 where there is an
appropriate remedy for the breach of the document other than termination, the
contractor is entitled to damages or other compensation for a
breach of the contract if a remedy of the breach of the terms of the document

15 Public announcements

15.1 Public announcement of Scheme

In order to make a public announcement of the proposed scheme in the form contained in Annexure
A the **Public Announcement** which is to be released as a matter of course
that each time at which Costa's announcement has been released to Annexure

15.2 Required disclosure

Where a contract is required to be a public announcement or a public statement
a public statement or a public statement in connection with the scheme of the
the area of the estate of the estate of the contract or to a public statement

15.3 Other announcements

Subject to clause 15.1 and 15.2, the contractor shall make a public announcement
or disclosure in connection with the scheme of the estate of the contract
Authority other than a public statement of each contract fact of the area of the
contract or to a public statement of the estate of the contract or to a public statement

16 Confidential Information

16.1 Disclosure of Confidential Information

Each contract shall be deemed to be a confidential information and the recipient
contractor shall be deemed to be a confidential information and the recipient
Contractor shall be deemed to be a confidential information and the recipient
Contractor shall be deemed to be a confidential information and the recipient
Contractor shall be deemed to be a confidential information and the recipient
Contractor shall be deemed to be a confidential information and the recipient

17 Notices and other communications

17.1 Form

Under the document it is required that other documents be made and
certificates of the contractor shall be made and other certificates of the
contractor shall be made and other certificates of the contractor shall be made
and made as an Authorized Officer of the contractor

As a condition of the contract other than a public statement of the contractor shall be made
the attention of the contractor referred to in the Details of the contract shall be made
and made other than a public statement of the contractor shall be made

Electronic communications that state the first and last name of the sender and are taken to be received on the agreed sender

Articles of communication from Contact Parties and their advisers are treated as communications to contact sender order through direct

17.2 Delivery

Communications are sent

(a) at the address referred to in the Data

(b) set of regular order and a separate address referred to in the Data

(c) set of address referred to in the Data

If the intended recipient has provided changed contact data the communication is sent to the changed contact data

17.3 When effective

Communications take effect from the time they are received or taken to be received under clause 17.2 whichever has occurred a later time is specified in the communication

17.4 When taken to be received

Communications are taken to be received

(a) the first of the Data after 10.00 or 10.00 after 10.00 on the first of the contract a further

(b) the first of the

(c) the time the order received a automated or e-mail communication deliver

(d) the time that the e-mail is received or read on the intended recipient a e-mail or order on the intended recipient

(e) however after the time set a recorded on the device in which the order set the e-mail on the order received a automated or e-mail that deliver a

whichever has occurred

17.5 Receipt outside business hours

Despite anything else in this clause communications are received or taken to be received under clause 17.2 after 10.00 on a Data or a Data the are taken to be received at 10.00 on the first of the Data or the first of the clause the place in the device on the Data taken to be the place specified in the Data and the address of the recipient and the time received in the time that place

18 GST

18.1 Definitions and interpretation

For the purposes of this clause

- a "GST" means the tax levied on the supply of goods or services, or the tax levied on the supply of financial products, under the GST Act or otherwise as a result of the GST Act.
- b "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- c a term which has a defined meaning in the GST Act has the same meaning in this clause unless the context indicates otherwise.
- d each period or reference to a period which is defined in the GST Act is to be treated as if there is a separate period.

18.2 GST exclusive

Unless the context indicates otherwise, the provisions of this clause are to be read in conjunction with the provisions of the GST Act.

18.3 Payment of GST

- a If GST is payable on a supply made under or in connection with the supply of goods or services, the consideration for the supply is to be taken to include the GST payable on that supply ("GST Amount").
- b Subject to the provisions of the GST Act, the GST Amount is payable at the time the GST is received in connection with the supply of goods or services, or the GST is received in connection with the supply of financial products, or the GST is received in connection with the supply of other goods or services.
- c This clause does not apply to the extent that the consideration for the supply is to be taken to include GST or the supply is subject to a reverse charge.

18.4 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with the supply of goods or services, the GST Amount is to be recalculated to reflect that adjustment event. The supplier or the recipient, as the case may be, is to be taken to have agreed to accept the adjustment event and the supplier is to be taken to have agreed to accept the adjustment event.

18.5 Reimbursements

Any amount paid or received by a supplier or recipient that is required to be made in connection with the supply of goods or services which is calculated or determined to be a credit which the other party to the reimbursement is entitled to receive as a result of the supply of goods or services, or the supply of financial products, or the supply of other goods or services, is to be taken to be a reimbursement of the reduced amount.

18.6 Survival

The clause operates in favour of the company and is subject to a clause after the ratification or termination of the contract.

19 Costs, duty and withholding

19.1 Costs

The parties agree to pay their own Costs in connection with the preparation of the contract and the costs of the contract.

19.2 Stamp duty

Order

a) The parties agree to pay or reimburse a certain amount for Taxation or a certain amount of the contract with the duty of the cheque and the amount of the interest in connection with a certain amount.

b) The parties agree to pay or reimburse a certain amount for Taxation or a certain amount of the contract with the duty of the cheque and the amount of the interest in connection with a certain amount.

Order agrees to pay a certain amount to the Order in the case of the Duty of the Order and the Order.

19.3 Foreign resident capital gains withholding

a) The Order is required to pay a certain amount of the contract or a certain amount of the account of the Order in the TAA Subdivision 14-D or a certain amount of the Withheld Amount in respect of the account of the Order.

b) The Order is required to pay a certain amount of the contract or a certain amount of the account of the Order in the TAA Subdivision 14-D or a certain amount of the Withheld Amount in respect of the account of the Order.

c) The Order is required to pay a certain amount of the contract or a certain amount of the account of the Order in the TAA Subdivision 14-D or a certain amount of the Withheld Amount in respect of the account of the Order.

d) The Order agrees to pay a certain amount of the contract or a certain amount of the account of the Order in the TAA Subdivision 14-D or a certain amount of the Withheld Amount in respect of the account of the Order.

e) The Order agrees to pay a certain amount of the contract or a certain amount of the account of the Order in the TAA Subdivision 14-D or a certain amount of the Withheld Amount in respect of the account of the Order.

provide a summary at the end of the notice that either requires a
summary of each branch

d) either agree

that it is not a branch the ATO to take care of the
application of the provisions of the Tax Act and to
reach a decision to reach a decision with the ATO to
state the provisions required under the provisions of the
here to reduce the circumstances here a check
Part of the required to provide a check e Part of
Declaration

to provide Costa a reasonable opportunity to review the
and correct the matter to be provided to the ATO and to
incorporate Costa's reasonable comments to the matter
and to be determined to take into account Costa's comments
relating to either the decision with the ATO and provide
Costa a reasonable opportunity to participate in a discussion
and correspondence between either the ATO and correct
with the application of the provisions of the check e and

to contact a Costa shareholder in connection with the
application of the provisions of the check e with Costa
or written consent

e) The parties agree to consent to the application of
the provisions of the Tax Act and to take into account a
care of the ATO and to be provided to the ATO and to
the parties agree to take into account that the parties
are necessary or desirable that consent to which a
summary of the decision to the check e and the Deed
of the parties are provided to Costa
shareholder

19.4 Costa Withholding

Costa is not a withholding agent required to be withheld from the
Permitted Dividend and another dividend declared or determined on the Costa
card

20 General

20.1 Variation and waiver

A provision of the deed or right or created under the deed
is varied or waived except in writing on the part to be provided

20.2 Consents, approvals or waivers

no provision of the deed or after a party does not give a
representation or arrangement to a circumstance in connection with the subject
after the consent of the other party

20.3 Discretion in exercising rights

Under the deed it is expressly stated that either party may exercise a right
under or created or the or receive the consent of the other party in connection
with the deed it is in a complete discretion to be provided to the

20.4 Partial exercising of rights

Unless the document expressly states otherwise, a party does not exercise a right unless it is exercised in connection with the document or at a subsequent time thereafter.

20.5 Conflict of interest

Each party shall exercise the right unless and reduced in connection with the document only if it does not have a conflict of interest in the exercise.

20.6 Remedies cumulative

The rights unless and reduced in connection with the document are in addition to other rights unless and reduced in connection with the document.

20.7 Indemnities and reimbursement obligations

Any indemnity or reimbursement or other obligation with the document

(a) shall constitute a defence to the claimant's claim or other obligation in connection with the document or a counterparty's claim

(b) shall constitute a counterparty's obligation with the document and

(c) shall constitute a counterparty's obligation with the document.

It shall be necessary for a party to incur expense or a claimant's claim to exercise a right unless it is in connection with the document.

20.8 Inconsistent law

To the extent the law of the document is inconsistent with the law of the applicable jurisdiction, the law of the document shall prevail.

20.9 Supervening law

Any event or force majeure which operates to vary the obligations of a party in connection with this document with the result that another party's rights, powers or reduced are adversely affected shall constitute a defence or counterparty's claim or reduced effect to the extent that it is established or re-established in effect in law.

20.10 Counterparts

The document is a contract and each party shall be treated as a party to the document and the date on which the last counterpart is executed shall be the date of the document.

20.11 Entire agreement

The document constitutes the entire agreement of the parties and shall be subject to all other terms and conditions and shall be subject to all other terms and conditions.

20.12 Further steps

Each party agrees to do all that may be necessary to cause the contract to be enforceable and to do all that may be necessary to receive and get the contract enforced and to do all that may be necessary to enforce the contract.

Each party agrees to do all that may be necessary to receive and get the contract enforced and to do all that may be necessary to enforce the contract.

Each party agrees to do all that may be necessary to receive and get the contract enforced and to do all that may be necessary to enforce the contract.

20.13 No liability for loss

Under the contract the parties agree that neither party shall be liable for any loss or damages or costs incurred or suffered by the other party or any party as a result of the exercise or non-exercise of the contract or any party's failure to exercise or delay in exercising a right or remedy or cost incurred by the other party.

20.14 Severability

If the whole or any part of the contract is held to be void, unenforceable or otherwise unenforceable in any jurisdiction then the contract shall be enforceable in that jurisdiction. The remainder of the contract shall have full force and effect and the validity of the contract shall not be affected. This clause has effect in the event of a severance of the contract or in the event of its termination.

20.15 Rules of construction

Notwithstanding to the contrary the words "and" shall be construed as "or" and "or" shall be construed as "and" where necessary to give effect to the intention of the parties.

20.16 Assignment

Each party shall have the right to assign all or part of its rights and obligations under the contract to any person or entity.

The right under the contract to assign shall be exercisable by either party and shall be exercisable by the assignor or its assignees or trustees or agents or that assignor or the assignor's Group or other persons or entities in connection with the Deed of Assignment. It is agreed that the assignor shall retain all rights and obligations under the contract and shall remain liable to the assignee as if the assignee had not been assigned the contract.

20.17 Enforceability

Each party agrees to do all that may be necessary to enforce the contract.

Each party agrees to do all that may be necessary to enforce the contract.

Each party agrees to do all that may be necessary to enforce the contract.

Each party agrees to do all that may be necessary to enforce the contract.

20.18 No representation or reliance

Each party acknowledges that

Scheme Implementation Agreement

Event

Date

a e

DATED: _____

EXECUTED COSTA GROUP
HOLDINGS LIMITED (ACN 151 363
129) accordance with section
of the Corporations Act 2001
authorised director

Director

Name of Director of the Secretary

 Director of the Secretary
 Secretary
 delete checker of the case

 Name of Director of the Secretary
 Secretary
 delete checker of the case

██████████ Sale

DATED: _____

EXECUTED CHILLI BUYER PTY
LTD (ACN 670 569 678) accordance
with Section 205 of the Corporations
Act 2001 (Commonwealth of Australia)
directly

██
Signature Director

██
Name Director (Print Name)

██

Signature Director

██
Name Director (Print Name)

iche e l e e tat Aree e t

A e re A P c a ce e t

[Attached]

ache e l e e tat Aree e t

A e re e che e Arra e e t

Scheme of Arrangement

Dated

Costa Group Holdings Limited (ACN) (“Costa”)

Scheme of Arrangement

King & Wood Mallesons
Level
Governor Ph Tower
Carrer Place
Sydney NSW
Australia
Tel
Fax
D
www.kwm.com

Scheme of Arrangement

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Scheme of Arrangement

Data [redacted]

Parties

Costa	Name	Costa Group Holdings Limited
	ACN	[redacted]
	Address	[redacted] Director's Office
	Email	[redacted]
	Attorney	[redacted]
Scheme Participants	Each person registered as a holder of ordinary shares in Costa as at the Record Date other than an Excluded Shareholder	
Governing law	New South Wales Australia	

Recitals

- A** Costa and Challenger Pty Ltd (ACN [redacted]) ("Bidder") have agreed to execute the Scheme and the Deed of Arrangement to give effect to the terms of the Deed of Arrangement.
- B** The Bidder is a company incorporated in Australia and the Bidder has agreed to offer to acquire all the ordinary shares in Costa that are held by the Excluded Shareholders.
- C** Bidder has executed the Deed of Arrangement with the Excluded Shareholders and the Bidder has agreed to execute the Deed of Arrangement with the Excluded Shareholders to give effect to the terms of the Deed of Arrangement.

1 Definitions and interpretation

1.1 Definitions

Unless the context indicates otherwise, the following definitions apply:

ACCC means the Australian Competition and Consumer Commission

ASIC means the Australian Securities and Investments Commission

ASX means ASX Limited or the market operated by it as the context requires

Bidder Group means Bidder and its Related Bodies Corporate

Business Day means a day that is each of the following:

(a) a business day as defined in the relevant Rule

(b) a day that is not a public holiday in New South Wales and

(c) a day that is not a public holiday in Victoria or South Australia

It is provided that a reference to a Business Day in relation to any of the context of any a date referred to in the Terms other than to reflect the relevant Date shall have the effect of being a day that is not a public holiday

CHESS means the clearing house electronic settlement system for share transfers operated by ASX Settlement and Transfer Corporation Pty Ltd

Constitution means the constitution of Costa as amended from time to time

Corporations Act means the Corporations Act 2001 (Cth)

Costa Board means the board of directors of Costa

Costa Share means a paid ordinary share in the capital of Costa

Costa Shareholder means each person registered in the Register as a holder of Costa Shares

Court means the Federal Court of Australia or such other court or court of competent jurisdiction under the Corporations Act agreed in writing by Bidder and Costa

Deed Poll means the deed executed by Bidder pursuant to the terms of the Access Code the chequed ledger of the Access Code or a further deed agreed by Bidder and Costa under which Bidder covenants to a certain degree each of the Parties to perform the activities attributed to Bidder under the Access Code

Details means the text of the document headed "Details".

Effective means the date in relation to which the chequed ledger of the Access Code is to be used under the Corporations Act or the order of the Court made under section 1099 of the Corporations Act in relation to the chequed ledger

it is a benefit at the time there is a notice concerning the order of the Court in
accordance with ASIC

Effective Date means the date on which the scheme becomes effective

Encumbrance means a security or the payment of a debt or a charge or a
retention or flawed deposit arrangement and any "security interest" as defined in
section 9 of the PPSA or a charge or a security interest to create a debt or
a security interest

End Date means the "End Date" determined in accordance with the Scheme
Implementation Agreement

Excluded Shareholders means

- a) Citicorp NA HK Kowloon Branch – Accounts Trust in respect of the
Ordinary Shares in Citicorp Australia Ordinary Shares
which are at the date of the Record Date
- b) Newcastles National Freeport Ltd (AN) in respect of the
Ordinary Shares in Citicorp Drilling Ltd
which are at the date of the Record Date
- c) a Citicorp shareholder who is a member of the Offer Group or a
Citicorp shareholder who holds a Citicorp share in the
scheme or a member of the Offer Group and does
not hold Citicorp shares in the scheme or a
member of the Offer Group each case at the Record Date

Government Agency means a member of the Australian Government or
a member of a State or Territory or a member of a local government
department or a member of a public authority or a member of a
tribunal or other body or a member of the Crown or a member of the
Crown in right of a State or Territory or a member of a
tribunal or other body or a member of the Australian Government
or a member of a State or Territory or a member of a local government

Immediately Available Funds means cash or readily available funds or
other readily available assets

Implementation Date has the meaning in the Terms

Listing Rules means the ASX Listing Rules and any other applicable rules
of ASX in relation to the offer or any other matter

PPSA means the Personal Property Securities Act 2009 (Cth)

Record Date has the meaning in the Terms

Register means the register of the Citicorp Australia
Ordinary Shares in accordance with section 127 of the Corporations Act

Registered Address means the registered address of a Citicorp
shareholder at the Record Date

Registry means the Market Services Ltd (AN) in

Regulatory Authority means

- a) ASIC and the Taxation Office

Tax means a tax levied or other charge or the whole or a part of the net income of a company or the profits of a company or interest payable in connection with a loan or advance or a deposit or a loan or the like.

Timetable has the meaning given in the chequing Act or the Act.

Trust Account means a trust account or any other account held by a trustee or a person who is treated as a trustee for the purposes of the chequing Act or the Income Tax Act or any other Act or any other person in accordance with the law.

Unclaimed Money Act means the Unclaimed Money Act 1995 No 75 (NZ).

Withholding Amount has the meaning given in clause 4.

1.2 General interpretation

Headings and sub-headings are for convenience only and do not affect interpretation unless the contrary appears from the context.

- a) the ordinary meaning of the word or phrase;
- b) a reference to a document includes a reference to the whole or any part of the document or to any part of the document, whether the document is in the form of a deed or otherwise;
- c) a reference to a document includes a reference to any part of the document;
- d) the ordinary meaning of a word introduced by "including", "for example", "such as" or similar expressions;
- e) a reference to "person" includes a corporation, a partnership, a joint venture, a co-partnership and a partnership or any other entity or organisation;
- f) a reference to a particular person includes the person's executors, administrators or trustees;
- g) a reference to a time includes a reference to a date or month or year;
- h) a reference to "law" or "the law" includes a reference to the common law, principles of equity and statutory provisions;
- i) a reference to a person includes a reference to a person or a body of persons acting or to be acted on as a single person;
- j) a reference to "regulations" includes instruments of a legislative character issued or made by any authority or person or any body of persons acting or to be acted on as a single person;
- k) a reference to a person includes a reference to a person or a body of persons acting or to be acted on as a single person.

3 Conditions precedent

3.1 Conditions precedent to Scheme

The conditions precedent shall have no force or effect until the satisfaction of each of the conditions precedent.

- a) that on the second Court Date either the Scheme or the Statutory Arrangements or the Deed Poll has been entered into in accordance with the terms of
- b) that the conditions precedent in clause 1 of the Scheme or the Statutory Arrangements have been satisfied or waived other than the conditions precedent that cannot be waived in accordance with the terms of the Scheme or the Statutory Arrangements and in a certificate of compliance on the second Court Date
- c) the Court has approved the Scheme or either a copy of the Statutory Arrangements or a copy of the Deed Poll and the Court order in respect of the Statutory Arrangements or a copy of the Deed Poll has been accepted in writing and a copy of the Statutory Arrangements or a copy of the Deed Poll has been filed with the Court order in respect of the Statutory Arrangements
- d) subject to clause 1(c) of the Statutory Arrangements or a copy of the Deed Poll has been accepted in writing and a copy of the Statutory Arrangements or a copy of the Deed Poll has been filed with the Court order in respect of the Statutory Arrangements or a copy of the Deed Poll has been filed with the Court order in respect of the Statutory Arrangements
- e) the conditions precedent in respect of the Statutory Arrangements or a copy of the Deed Poll have been satisfied or waived other than the conditions precedent that cannot be waived in accordance with the terms of the Scheme or the Statutory Arrangements and in a certificate of compliance on the second Court Date or on or before the End Date or a later date if the Statutory Arrangements or a copy of the Deed Poll has been accepted in writing and a copy of the Statutory Arrangements or a copy of the Deed Poll has been filed with the Court order in respect of the Statutory Arrangements or a copy of the Deed Poll has been filed with the Court order in respect of the Statutory Arrangements

3.2 Conditions precedent and operation of clause 5

The satisfaction of each condition in clause 1 of the Scheme or a condition precedent to the operation of clause 1 of the Scheme other than the condition in clause 1 of the Scheme shall not be a condition precedent to the operation of clause 5 of the Scheme.

3.3 Certificate in relation to conditions precedent

On or before the second Court Date each of the Court and the Court shall provide to the Court a certificate in writing as to whether the conditions precedent to the operation of clause 1 of the Scheme or a condition precedent to the operation of clause 5 of the Scheme other than the condition in clause 1 of the Scheme have been satisfied or waived and the Court shall be bound by the certificate.

The certificate referred to in this clause shall be conclusive evidence of the accuracy of the certificate in writing as to whether the conditions precedent to the operation of clause 1 of the Scheme or a condition precedent to the operation of clause 5 of the Scheme have been satisfied or waived at any time on the second Court Date.

4 Scheme

4.1 Effective Date

Subject to clause 10.1, the Scheme becomes effective on the date that the Court orders the Court to be effective from the Effective Date.

4.2 End Date

10.1 With effect from the date of the Court's order under the Scheme, the Loan Agreement, the Arrangement, the Court's order and the other terms of the Arrangement shall be deemed to be terminated and shall not have any effect in

10.2 the Effective Date does not occur or before the End Date or a later date, the Court's order and the Arrangement shall be deemed to be terminated in accordance with the Scheme, the Loan Agreement, the Arrangement and the Deed Poll.

10.3 the Scheme, the Loan Agreement, the Arrangement or the Deed Poll shall be deemed to be terminated in accordance with the terms of the Scheme, the Loan Agreement, the Arrangement and the Deed Poll.

10.4 With effect from the date of the Court's order under the Scheme, the Loan Agreement, the Arrangement, the Court's order and the other terms of the Arrangement shall be deemed to be terminated in accordance with the terms of the Scheme, the Loan Agreement, the Arrangement and the Deed Poll.

10.5 a further arrangement to take effect on the date of the Scheme and

10.6 a further arrangement to take effect on the date of the Scheme.

5 Implementation of Scheme

5.1 Lodgement of Court orders with ASIC

11.1 The Court's order shall be deemed to be effective from the date of the Court's order under the Scheme, the Loan Agreement, the Arrangement and the Deed Poll, in accordance with the terms of the Scheme, the Loan Agreement, the Arrangement and the Deed Poll, and shall be deemed to be terminated in accordance with the terms of the Scheme, the Loan Agreement, the Arrangement and the Deed Poll, and shall be deemed to be terminated in accordance with the terms of the Scheme, the Loan Agreement, the Arrangement and the Deed Poll.

5.2 Transfer and registration of Scheme Shares

12.1 Subject to the Scheme, the Loan Agreement, the Arrangement and the Deed Poll, the Court's order shall be deemed to be effective from the date of the Court's order under the Scheme, the Loan Agreement, the Arrangement and the Deed Poll, and shall be deemed to be terminated in accordance with the terms of the Scheme, the Loan Agreement, the Arrangement and the Deed Poll.

12.2 the Scheme, the Loan Agreement, the Arrangement and the Deed Poll shall be deemed to be terminated in accordance with the terms of the Scheme, the Loan Agreement, the Arrangement and the Deed Poll, and shall be deemed to be terminated in accordance with the terms of the Scheme, the Loan Agreement, the Arrangement and the Deed Poll.

12.3 The Court's order shall be deemed to be effective from the date of the Court's order under the Scheme, the Loan Agreement, the Arrangement and the Deed Poll, and shall be deemed to be terminated in accordance with the terms of the Scheme, the Loan Agreement, the Arrangement and the Deed Poll.

shall have the right to participate in the distribution of the net assets of the Company in the event of its liquidation or winding up, subject to the rights of the holders of any preference shares.

Each shareholder shall be entitled to receive dividends payable on the shares held by him in accordance with the rights attached to such shares.

Subject to the provisions of the Articles, the Company shall have the right to purchase any shares held by a shareholder if the shareholder is a minor or otherwise incapable of managing his own affairs.

5.3 Entitlement to Scheme Consideration

On the Implementation Date, the consideration for the transfer to the transferee of the shares of each shareholder shall be determined in accordance with the terms of the Scheme.

5.4 Title and rights in Costa Shares

Subject to the provisions of the Scheme Consideration for the shares of each shareholder, the transferee shall be deemed to have acquired the shares transferred to him under the Scheme as if he had acquired them from the transferor as the holder of the shares.

To the extent permitted by law, the transferee shall be deemed to have acquired the shares transferred to him under the Scheme free from all encumbrances and interests in third parties, whether or not the transferee is aware of any such interests.

5.5 Scheme Participants' agreements

Under the Scheme, each shareholder shall

- a) irrevocably agree to the transfer of the shares of each shareholder to the transferee and to execute all documents necessary to give effect to the transfer;
- b) agree to the variation, cancellation or modification of the rights attached to the Costa shares constituted under the Scheme;
- c) agree to the direct or indirect holding of the shares of each shareholder by the transferee or any other person;
- d) hold the Costa shares as CHESS Holders as defined in the Settlement Rules and agree to the completion of the Costa Shares to a Limited Purpose Vehicle as defined in the Settlement Rules and irrevocably authorise the transferee to do all such necessary or incidental things as may be required by the Settlement Rules or otherwise to give effect to the Scheme;
- e) acknowledge that the Costa and the Costa Participants shall be deemed to have held and to have attended the Meeting or to have been at the Meeting or to have acted at the Meeting.

Meetings and to the extent such certificate and to the extent permitted by a certificate of the Company

It is hereby certified that the Company and its directors are authorized to execute and deliver a certificate of the Company in accordance with the provisions of the Companies Act

5.6 Warranty by Scheme Participants

Each of the Parties hereto warrants and is deemed to have authorized the Company to warrant and agree and agree for the Parties that

(a) all the shares are free from all rights and encumbrances to those shares transferred to the order of the Company at the date of the transfer and free from all taxes or other third party interest or restrictions on transfer of the shares

(b) the Company has the capacity to transfer the shares to the order of the Company

5.7 Transfer free of Encumbrances

To the extent permitted by a certificate of the Company shares are free from all rights and encumbrances to those shares which are transferred to the order of the Company at the date of the transfer to the order of the Company free from all taxes or interest or third party interest or other restrictions on transfer of the shares referred to in the certificate

5.8 Appointment of Bidder as sole proxy

In order to give effect to the provisions of the Companies Act the Company hereby certifies that the Company is authorized to execute and deliver a certificate of the Company in accordance with the provisions of the Companies Act

(a) It is hereby certified that the Company is authorized to execute and deliver a certificate of the Company in accordance with the provisions of the Companies Act and each of its directors from time to time jointly and each of them individually to do or cause to be done or cause to be done any act or thing which is necessary or expedient for the Company to do or cause to be done in connection with the Company's business and to attend or vote at any meeting or other assembly of the Company or any committee of the Company or any other body of the Company or any other body of the Company or any other body of the Company or any other body of the Company

(b) It is hereby certified that the Company is authorized to execute and deliver a certificate of the Company in accordance with the provisions of the Companies Act

The Company certifies that each of the Parties hereto warrants and is deemed to have authorized the Company to warrant and agree and agree for the Parties that as that Scheme Participant's proxy or, where applicable, corporate representative in accordance with the provisions of the Companies Act

6 Scheme Consideration

6.1 Consideration under the Scheme

On the Issue Date, the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant in accordance with clause 10 and 11 of the Scheme.

6.2 Satisfaction of obligations

Subject to clause 10 of the Scheme, the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant in accordance with clause 10 of the Scheme if the Bidder is later than the Record Date the Issue Date to deposit or procure the deposit or Issue Date. After the Issue Date, the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant if the Bidder's Account reflects that the amount of interest on the amount deposited will be to Bidder's account).

6.3 Payment of Scheme Consideration

10.1 On the Issue Date, the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant in accordance with clause 10 of the Scheme if the Bidder is later than the Record Date to deposit or procure the deposit or Issue Date. After the Issue Date, the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant if the Bidder's Account reflects that the amount of interest on the amount deposited will be to Bidder's account).

10.2 The Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant in accordance with clause 10 of the Scheme if the Bidder is later than the Record Date to deposit or procure the deposit or Issue Date. After the Issue Date, the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant if the Bidder's Account reflects that the amount of interest on the amount deposited will be to Bidder's account).

10.3 The Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant in accordance with clause 10 of the Scheme if the Bidder is later than the Record Date to deposit or procure the deposit or Issue Date. After the Issue Date, the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant if the Bidder's Account reflects that the amount of interest on the amount deposited will be to Bidder's account).

10.4 The Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant in accordance with clause 10 of the Scheme if the Bidder is later than the Record Date to deposit or procure the deposit or Issue Date. After the Issue Date, the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant if the Bidder's Account reflects that the amount of interest on the amount deposited will be to Bidder's account).

10.5 The Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant in accordance with clause 10 of the Scheme if the Bidder is later than the Record Date to deposit or procure the deposit or Issue Date. After the Issue Date, the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant if the Bidder's Account reflects that the amount of interest on the amount deposited will be to Bidder's account).

10.6

10.7 a Scheme Participant does not have a Registered Address and the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant in accordance with clause 10 of the Scheme if the Bidder is later than the Record Date to deposit or procure the deposit or Issue Date. After the Issue Date, the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant if the Bidder's Account reflects that the amount of interest on the amount deposited will be to Bidder's account).

10.8 a Scheme Participant does not have a Registered Address and the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant in accordance with clause 10 of the Scheme if the Bidder is later than the Record Date to deposit or procure the deposit or Issue Date. After the Issue Date, the Bidder shall be deemed to have accepted the Scheme Consideration to the Scheme Participant if the Bidder's Account reflects that the amount of interest on the amount deposited will be to Bidder's account).

Contra a trustee in the chequable Part of a credit the account can be to the relevant chequable Part of a separate account Contra ("Separate Account") to be held until the Scheme Participant can the account or the account in death order the Unclaimed Money Act the account is credited to a separate Account the account is held in the Trust Account of the chequable Part of a can the account or the account in death order the Unclaimed Money Act. Under the account in death order the Unclaimed Money Act Contra account held the account in trust for the relevant chequable Part of a interest or other benefit accrued from the account to the benefit order. A account credited to the separate Account or Trust Account is a separate account to be treated as having been paid to the relevant chequable Part of a he credited to the separate Account or Trust Account is a separate account. A account recorded on the account and the benefit are entitled to the account and a transfer of the account.

- d) In the event of a contract Contra account order can be made there is a account in the account held Contra a trustee in the chequable Part of a in the Trust Account that is to be paid Contra to order.
- e) In the chequable account after order has provided for a the chequable Consideration in accordance with clause of the order is entered into the Register as the holder of the chequable share in accordance with clause of the Contra account record for or core the record to order of the account deposited into the Trust Account in accordance with clause of the order or other interest there is a separate and character.

6.4 Unclaimed monies

- a) Contra is a cheque a cheque issued under clause of the chequable in the cheque
 - i) returned to Contra
 - ii) has not been presented or cashed within 12 months after the date on which the cheque is issued
- b) During the period of 12 months after the Issue Date of the relevant chequable Part of a Contra account receive a cheque that is a returned cheque under the clause of the
- c) The Unclaimed Money Act is a relation to a chequable Consideration which becomes "unclaimed money" (as defined in section of the Unclaimed Money Act. A interest or other benefit accrued from the unclaimed chequable Consideration to the benefit order.

6.5 Fractional entitlements and splitting

Where the contract of the chequable Consideration to be issued to a particular chequable Part of a should result in the chequable Part of a being entitled to a fraction of a cent the fractional entitlement is to be rounded up or down as appropriate to the nearest whole cent.

6.6 Orders of a court or Regulatory Authority

If the case involves a court order or the Registrar's order made on a reference to a court or other Regulatory Authority

- (a) which requires a transfer to a third party or reflect the share held by a particular scheme Participant which would otherwise be made to that scheme Participant in accordance with clause 10.11 of the Constitution or if the order is made in accordance with that order or otherwise as a result
- (b) which would prevent the transfer of shares to a particular scheme Participant in accordance with clause 10.11 of the Constitution or if the order is made in accordance with that order or otherwise as a result

6.7 Joint holders

If the case involves a joint transfer

- (a) a joint transfer of shares in the Scheme is required to be made to the joint holder and a joint transfer required to be made to the joint holder and be forwarded to the holder whose name appears in the Register as at the Record Date
- (b) a joint transfer of shares in the Scheme is required to be made to either or both of the joint holders and be forwarded to the holder whose name appears in the Register as at the Record Date or to the joint holder

7 Dealings in Scheme Shares

7.1 Determination of Scheme Participants

To establish the identity of the scheme Participant(s) who are entitled to receive the shares

- (a) in the case of a transfer of shares to be effected by CHE or the transfer agent registered in the Register as the holder of the relevant scheme shares or before the Record Date
- (b) in any other case where a transfer of shares is required to be made to either or both of the joint holders and be forwarded to the holder whose name appears in the Register as at the Record Date or to the joint holder

and the Registrar will accept or reject a transfer of shares or a transfer to a particular scheme Participant in accordance with clause 10.11 of the Constitution or if the order is made in accordance with that order or otherwise as a result

7.2 Register

Costa's register can be re-registered or re-registered to a new company or transferred to the scheme if received in accordance with the conditions of the scheme or before the Record Date.

7.3 No disposals after Effective Date

If the scheme becomes effective, the holder of the shares and any person who has transferred to the scheme or a subsidiary of the company after the Effective Date shall not be entitled to exercise any rights or to receive any dividends or to be entitled to any other benefits of the company or to be entitled to any other benefits of the company.

Costa will accept for registration or recording any shares or any other securities transferred to the scheme or a subsidiary of the company after the Record Date except a transfer to the holder or to the holder's estate or to the holder's estate.

7.4 Maintenance of Costa Register

For the purpose of determining the entitlement to the scheme's Costa Shares, the Register in accordance with the conditions of the scheme's Constitution shall be the definitive record of the scheme's Participants and the Register shall be the definitive record of the scheme's shares. The Register shall be the definitive record of the scheme's Costa Shares and each entry on the Register as at the Record Date shall be evidence of the entitlement to the scheme's Costa Shares and the scheme's shares relating to that entry.

7.5 Effect of certificates and holding statements

Subject to the scheme's Constitution and the transfer to the holder certificate dated in accordance with the scheme's Constitution shall be the definitive record of the scheme's shares and shall be the definitive record of the scheme's shares. After the Record Date each entry on the Register as at the Record Date shall be the definitive record of the scheme's shares and shall be the definitive record of the scheme's shares.

7.6 Details of Scheme Participants

With effect from the Date after the Record Date, Costa will ensure that details of the Registered Address and holding of the scheme's shares for each scheme's Participant shall be the Register at the Record Date are available to the holder of each or a holder representative.

7.7 Quotation of Costa Shares

Costa will apply to ASX to commence trading of ASX's Costa Shares with effect from the date of trading on the Effective Date.

7.8 Termination of quotation of Costa Shares

After the scheme has been established, Costa will ensure

that the terms of the Constitution of Costa Shares are applied

8 Appointment of Costa as attorney for implementation of Scheme

Each of the Parties hereby agrees that the deed may be further acted upon by the Costa Party and each of the directors and secretaries of the Company and each of the directors and secretaries of the Costa Party

(a) The deed shall be deemed to have been made by the Costa Party and each of the directors and secretaries of the Company and each of the directors and secretaries of the Costa Party

(b) The deed shall be deemed to have been made by the Costa Party and each of the directors and secretaries of the Company and each of the directors and secretaries of the Costa Party

and Costa accept each of the provisions of the deed and each of the Parties hereby agree to accept and act in accordance with each of the provisions of the deed and each of the Parties hereby agree to accept and act in accordance with each of the provisions of the deed

9 Appointment of Bidder as attorney in respect of Scheme Shares

It is hereby agreed that the provisions of the Costa Party and each of the Parties to the deed shall be deemed to have been made by the Costa Party and each of the directors and secretaries of the Company and each of the directors and secretaries of the Costa Party

(a) The deed shall be deemed to have been made by the Costa Party and each of the directors and secretaries of the Company and each of the directors and secretaries of the Costa Party

(b) The deed shall be deemed to have been made by the Costa Party and each of the directors and secretaries of the Company and each of the directors and secretaries of the Costa Party

(c) The deed shall be deemed to have been made by the Costa Party and each of the directors and secretaries of the Company and each of the directors and secretaries of the Costa Party

(d) The deed shall be deemed to have been made by the Costa Party and each of the directors and secretaries of the Company and each of the directors and secretaries of the Costa Party

(e) The deed shall be deemed to have been made by the Costa Party and each of the directors and secretaries of the Company and each of the directors and secretaries of the Costa Party

(f) The deed shall be deemed to have been made by the Costa Party and each of the directors and secretaries of the Company and each of the directors and secretaries of the Costa Party

10 Notices

10.1 No deemed receipt

If a notice is transmitted by any means of communication or other communication referred to in the Schedule set out in the Schedule to the Deed Poll or is received in the ordinary course of post or on a date and time other than the date and time specified in the notice which is the date and time received at the office of the Registrar

10.2 Accidental omission

The accidental omission to give notice of the Schedule Meeting or the receipt of such a notice by any Costa shareholder or member or ordered by the Court to attend the Schedule Meeting or the proceedings of the Schedule Meeting

11 General

11.1 Variations, alterations and conditions

(a) Costa is authorised to vary, alter or add to the conditions of the Deed Poll or to vary, alter or add to the conditions of the Deed Poll or to vary, alter or add to the conditions of the Deed Poll

(b) Each Schedule Participant agrees to accept any variation or condition which Costa has adopted to

11.2 Further action by Costa

Costa is authorised to take any action and do anything which it may see fit to do in order to enforce each Schedule Participant's obligations or to enforce the Deed Poll or to do anything which it may see fit to do in order to enforce the Deed Poll

11.3 Authority and acknowledgement

Each of the Schedule Participants irrevocably and exclusively authorises and authorises each Schedule Participant to do anything which it may see fit to do in order to enforce the Deed Poll

11.4 No liability when acting in good faith

Each Schedule Participant agrees that neither Costa nor its directors or officers or employees or agents or authorised persons or any of them shall be liable for any loss or damage or any other liability incurred by or for Costa or its directors or officers or employees or agents or authorised persons or any of them in the performance of their duties or the Deed Poll or in the performance of their duties or the Deed Poll

11.5 Enforcement of Deed Poll

Costa is authorised to enforce each Schedule Participant to enforce the Deed Poll and to do anything which it may see fit to do in order to enforce the Deed Poll

11.6 Stamp duty

Deed Poll

11.6 The Parties shall indemnify and hold each other harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by a Party in connection with the performance of the transactions contemplated hereunder or under the Cheque Card.

11.7 Each Party shall be responsible for its own taxes and shall be liable for any taxes that may be assessed against it in connection with the performance of the transactions contemplated hereunder.

11.8 The Parties shall be bound by the terms and conditions of the Deed Poll.

11.7 Withholding tax

11.7.1 Each Party shall be responsible for its own taxes and shall be liable for any taxes that may be assessed against it in connection with the performance of the transactions contemplated hereunder. The Parties shall be bound by the terms and conditions of the Deed Poll.

11.7.2 Each Party shall be responsible for its own taxes and shall be liable for any taxes that may be assessed against it in connection with the performance of the transactions contemplated hereunder. The Parties shall be bound by the terms and conditions of the Deed Poll.

11.7.3 Each Party shall be responsible for its own taxes and shall be liable for any taxes that may be assessed against it in connection with the performance of the transactions contemplated hereunder. The Parties shall be bound by the terms and conditions of the Deed Poll.

12 Governing law

12.1 Governing law and jurisdiction

12.1.1 The Parties shall be bound by the terms and conditions of the Deed Poll. The Parties shall be bound by the terms and conditions of the Deed Poll.

12.2 Serving documents

12.2.1 Without prejudice to any other method of service that may be available, a copy of any document to be served on a Party shall be served on a Party at that party's address set out in the Deed Poll.

Scheme Implementation Agreement

Annexure C Deed Poll

Deed Poll

Dated:

Given by Chilli Buyer Pty Ltd (ACN 670 569 678) ("**Bidder**")

In favour of each registered holder of fully paid ordinary shares in Costa Group Holdings Limited (ACN 151 363 129) ("**Costa**") as at the Record Date ("**Scheme Participants**")

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

Deed Poll

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Deed Poll

Details

Parties

Bidder	Name	Chilli Buyer Pty Ltd
	ACN	670 569 678
	Address	c-/ Deutsche Bank Place, Level 4, 126-130 Phillip Street, Sydney, New South Wales 2000
	Email	[REDACTED]
	Copy to	[REDACTED] [REDACTED]
	Attention	[REDACTED]

In favour of	Each registered holder of fully paid ordinary shares in Costa as at the Record Date (other than an Excluded Shareholder).
---------------------	---

Governing law	New South Wales, Australia
----------------------	----------------------------

- | | | |
|-----------------|----------|---|
| Recitals | A | The directors of Costa have resolved that Costa should propose the Scheme. |
| | B | The effect of the Scheme will be that all Scheme Shares will be transferred to Bidder. |
| | C | Costa and Bidder have entered into the Scheme Implementation Agreement. |
| | D | In the Scheme Implementation Agreement, Bidder agreed (amongst other things) to provide (or procure the provision of) an amount at least equal to the Scheme Consideration to the Trust Account in accordance with the Scheme, subject to the satisfaction of certain conditions. |
| | E | Bidder is entering into this deed poll for the purpose of undertaking in favour of Scheme Participants to perform its obligations under the Scheme. |
-

Deed Poll

General terms

1 Definitions and interpretation

1.1 Definitions

Unless the contrary intention appears, these meanings apply:

Authorised Officer means a director or secretary of a party or any other person nominated by a party to act as an Authorised Officer for the purposes of this document.

Scheme means the proposed scheme of arrangement between Costa and Scheme Participants under which all the Scheme Shares will be transferred to Bidder under Part 5.1 of the Corporations Act, substantially in the form of Annexure A to this document, or as otherwise agreed by Bidder and Costa, subject to any amendments or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act, to the extent they are approved in writing by Costa and Bidder in accordance with clause 11 of the Scheme.

Scheme Implementation Agreement means the scheme implementation agreement dated 22 September 2023 between Costa and Bidder under which, amongst other things, Costa has agreed to propose the Scheme to Costa Shareholders (other than Excluded Shareholders), and each of Bidder and Costa has agreed to take certain steps to give effect to the Scheme.

Scheme Shares means all Costa Shares held by the Scheme Participants.

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

1.2 General interpretation

Clause 1.2 of the Scheme applies to this document.

1.3 Nature of deed poll

Bidder acknowledges that:

- (a) this document may be relied on and enforced by any Scheme Participant in accordance with its terms even though the Scheme Participants are not a party to it; and
- (b) under the Scheme, each Scheme Participant irrevocably appoints Costa and each of its directors, officers and secretaries (jointly and individually) as its agent and attorney to enforce this deed against Bidder.

2 Condition precedent and termination

2.1 Condition precedent

The obligations of Bidder under this document are subject to the Scheme becoming Effective.

2.2 Termination

The obligations of Bidder under this document will automatically terminate and the terms of this document will be of no further force or effect if:

- (a) the Scheme has not become Effective on or before the End Date or any later date as the Court, with the consent of the Bidder and Costa, may order; or
- (b) the Scheme Implementation Agreement is terminated in accordance with its terms; or
- (c) the Scheme terminates and ceases to be of any force or effect in accordance with its terms,

unless Costa and Bidder otherwise agree in writing (and, if required, as approved by the Court).

2.3 Consequences of termination

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

- (a) Bidder is released from its obligations to further perform this document except those obligations contained in clause 6.2 and any other obligations which by their nature survive termination; and
- (b) each Scheme Participant retains the rights, powers or remedies they have against Bidder in respect of any breach of this document which occurs before it is terminated.

3 Performance of obligations generally

- (a) Subject to clause 2, Bidder covenants in favour of each Scheme Participant that it will be bound by the terms of the Scheme as if it were a party to the Scheme and undertakes to perform all obligations and other actions, including those obligations and actions which relate to the payment or procuring the payment of the Scheme Consideration, and give each acknowledgement, representation and warranty (if any), attributed to it under the Scheme, subject to and in accordance with the terms of the Scheme Implementation Agreement and the Scheme.
- (b) The obligations of Bidder under clause 3(a) will be satisfied if, in respect of the Scheme Consideration, Bidder deposits, no later than the Business Day before the Implementation Date, an amount equal to the aggregate amount of the Scheme Consideration payable to Scheme Participants who are entitled to the Scheme Consideration under the Scheme in cleared funds to the Trust Account, in accordance with, and subject to, the provisions of the Scheme, provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to Bidder's account.

4 Representations and warranties

Bidder represents and warrants that:

- (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 document, 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 document does 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; and
 - (ii) in any material respects with any law binding on or applicable to it or its assets;
- (d) **(authorisations)** it has in full force and effect each authorisation necessary for it to enter into this document, 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 document are valid and binding and are enforceable against it in accordance with its terms; and
- (f) **(solvency)** it is not Insolvent.

5 Continuing obligations

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

- (a) Bidder has fully performed its obligations under this document; or
- (b) the earlier termination of this document under clause 2.2 of this document.

6 Costs

6.1 Costs

Bidder agrees to pay all costs in respect of the implementation of the Scheme (including, in connection with the transfer of Costa Shares to Bidder in accordance with the terms of the Scheme).

6.2 Stamp duty and registration fees

Bidder:

- (a) agrees to pay or reimburse all stamp duty, registration fees and similar taxes payable or assessed as being payable in connection with this document (including any fees, fines, penalties, indemnities and interest in connection with any of these amounts); and

- (b) indemnifies each Scheme Participant against, and agrees to reimburse and compensate it, for any liability arising from, or in connection with, any failure to comply with clause 6.2(a) on demand.

7 Notices and other communications

7.1 Form

Unless this document expressly states otherwise, all notices, demands, certificates, consents, approvals, waivers and other communications in connection with this document must be in writing. They must be sent to the address or email addresses referred to in the Details and (except in the case of email) 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 intended 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.

7.2 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.

7.3 When effective

Communications take effect from the time they are received or taken to be received under clause 7.4 (whichever happens first) unless a later time is specified in the communication.

7.4 When taken to be received

Communications are taken to be received:

- (a) If sent by post, 6 Business Days after posting (or 10 days after posting if sent from one country to another); or
- (b) if sent by email:
 - (i) when the sender receives an automated message confirming delivery;
 - (ii) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; or

- (iii) 4 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.

7.5 Receipt outside business hours

Despite anything else in this clause 7, if communications are received or taken to be received under clause 7.4 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.

8 General

8.1 Variation

A provision of this document or any right created under it may not be varied, altered or otherwise amended unless:

- (a) if before the First Court Date, the variation is agreed to by Costa and Bidder in writing (which such agreement may be given or withheld without reference to or approval by any Scheme Participant); and
- (b) if the variation occurs on or after the First Court Date (as that term is defined in the Scheme Implementation Agreement), the variation is agreed to by Costa and Bidder in writing (which such agreement may be given or withheld without reference to or approval by any Scheme Participant) and the Court indicates (either at the hearing on the First Court Date, at an interlocutory hearing or the hearing on the Second Court Date) that the variation, alteration or amendment would not itself preclude approval of the Scheme,

in which event Bidder must enter into a further deed poll in favour of the Scheme Participants giving effect to the variation, alteration or amendment.

8.2 Partial exercising of rights

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

8.3 No waiver

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

No failure to exercise, nor any delay in exercising, any right, power or remedy by Bidder or by any Scheme Participant operates as a waiver. A waiver of any right, power or remedy on one or more occasions does not operate as a waiver of that right, power or remedy on any other occasion, or of any other right, power or remedy.

8.4 Remedies cumulative

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

8.5 Assignment or other dealings

The Bidder and each Scheme Participant may not assign or otherwise deal with its rights under this document or allow any interest in them to arise or be varied without the consent of Bidder and Costa.

8.6 Further steps

Bidder agrees to do anything including executing all documents and do all things (on its own behalf or on behalf of each Scheme Participant), at its own expense necessary or expedient to give full effect to this document and the transactions contemplated by it.

8.7 Withholding tax

If Bidder is required to make any withholding, deduction or payment for or on account of Tax (including under Subdivision 14-D of Schedule 1 of the TAA or by any Government Agency) in respect of the acquisition of Costa Shares from the Scheme Participants (**Withholding Amount**), Bidder:

- (a) must pay or procure the payment of the full amount of the withholding or deduction, or make or procure the making of the payment, to the appropriate Government Agency under applicable law; and
- (b) will not be required to pay any additional amount to a Scheme Participant on account of the Withholding Amount and, on payment of the Scheme Consideration less the Withholding Amount, will be deemed for all purposes to have paid the full and final amount of the Scheme Consideration (or other payment) required under this document.

9 Governing law and jurisdiction

9.1 Governing law and jurisdiction

The law in force in the place specified in the Details governs this document. Bidder submits to the non-exclusive jurisdiction of the courts of that place.

9.2 Serving documents

Without preventing any other method of service, any document in an action in connection with this document may be served on Bidder by being delivered or left at Bidder's address set out in the Details, provided that a copy of the document (or details of it) must also be sent by email to the email address set out in the Details.

EXECUTED as a deed poll

Deed Poll

Signing page

DATED: _____

Executed and delivered as a Deed Poll.

EXECUTED as a deed by **CHILLI**)
BUYER PTY LTD in accordance with)
section 127 of the *Corporations Act*)
2001 (Cth) by authority of its directors:)

.....)
Signature of director)

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

.....)
Signature of director)

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

Deed Poll

Annexure A - Scheme

[Attached]