Second Deed of Amendment

Wameja Limited (ACN 052 947 743)

Burst Acquisition Co. Pty. Ltd (ACN 644 142 834)

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Title **Second Deed of Amendment**

Date 2021

Parties **Wameja Limited** (ACN 052 947 743) of Level 2, Pier 8/9 23 Hickson Road Millers Point NSW 2000 (**Target**); and

Burst Acquisition Co. Pty. Ltd (ACN 644 142 834) of 72 Christie Street, St Leonards, Australia NSW 2065 (**Bidder**),

(together the **Parties** and each a **Party**)

Recitals

A. The Bidder wishes to acquire all of the fully paid ordinary shares of Target by means of a scheme of arrangement under Part 5.1 of the Corporations Act.

B. The Parties entered into a scheme implementation agreement on 10 September 2020 relating to the proposed implementation of the Scheme and subsequently entered into a deed of amendment and waiver on 8 April 2021 amending the scheme implementation agreement (collectively, the **SIA**).

C. The Parties wish to amend the terms of the SIA in the manner set out in this Deed.

Operative provisions

1. Definitions and Interpretation

1.1 Unless the subject or context otherwise requires, all words and expressions defined in the SIA have the same meaning in this Deed.

2. Amendment to SIA

2.1 On and with effect from the date of this deed:

(a) the definition of "Sunset Date" in the SIA is amended by inserting the following underlined words and deleting the words struck through:

Sunset Date *means:*

(a) ~~*24 May 2021*~~ *18 June 2021, 5.00 pm (Sydney time); or*

(b) *if prior to the time and date set out in paragraph (a) above, Bidder delivers written notice to the Target stating its intention to continue with the implementation of the Scheme in accordance with the terms of this Agreement, 30 September 2021, 5.00 pm (Sydney time); or*

(c) *if clause 6.4 applies, 5.00 pm (Sydney time) on the date that is three months after the date set out in paragraph (a) or (b) above (as applicable) (or any earlier date agreed between Target and Bidder in accordance with clause 6.4(b)); or*

(d) *such other date and time agreed in writing between Target and Bidder.*

(b) the definition of "Cash Reserve Requirement" in cluse 1.1 of the SIA is amended by inserting the following underlined words:

Cash Reserve Requirement *means €1.5 million, less the amount of any capital contribution by Target to HomeSend made between 24 May 2021 and prior to 8.00am on the Second Court Date.*

(c) clause 8.1A of the SIA is amended by inserting the following underlined words and deleting the words struck through:

Termination for Convenience

Without prejudice to any other rights of termination under this Agreement, the Bidder may in its sole discretion terminate for convenience this Agreement at any time up to 5.00pm (Sydney time) on ~~24 May 2021~~ 18 June 2021 by giving written notice to the Target.

2.2 On and with effect from the date of this Deed, the definition of Sunset Date, in clause 1.1 of the Scheme set out in Annexure 5 of the SIA is amended by inserting the underlined words and deleting the words struck through:

Sunset Date *means:*

(a) ~~24 May 2021~~ 18 June 2021, 5.00 pm (Sydney time); or

(b) if prior to the time and date set out in paragraph (a) above, Bidder delivers written notice to the Target stating its intention to continue with the implementation of the Scheme in accordance with the terms of the Scheme Implementation Agreement, 30 September 2021, 5.00 pm (Sydney time); or

(c) if clause 6.4 of the Scheme Implementation Agreement applies, 5.00 pm (Sydney time) on the date that is three months after the date set out in paragraph (a) or (b) above (as applicable) (or any earlier date agreed between Target and Bidder in accordance with clause 6.4(b) of the Scheme Implementation Agreement); or

(d) such other date and time as agreed in writing between Target and Bidder.

Effects of amendments

2.3 Each Party is bound by the SIA as amended by this Deed.

2.4 Except as amended by clause 0 - 0, the SIA continues in full force and effect.

3. Notices

3.1 Clause 16 (notices) of the SIA is taken to be incorporated into this Deed and applies *mutatis mutandis* to this Deed as if its provisions were set out in full in this Deed.

4. General provisions

Costs

4.1 Each party must pay its own costs in respect of this Deed and the documents and transactions contemplated by this Deed.

Counterparts

4.2 This Deed may be signed in counterparts and all counterparts taken together constitute one document.

Governing law and jurisdiction

4.3 This Deed is governed by the laws of New South Wales, Australia.

4.4 Each party irrevocably and unconditionally:

(a) submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia; and

(b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Execution

Executed and delivered as a deed.

Signed, sealed and delivered by
Wameja Limited
in accordance with section 127 of the *Corporations Act 2001* by a director and secretary/director:

Signature of director	Signature of director/secretary
Name of director (please print)	Name of director/secretary (please print)

Signed, sealed and delivered by
Burst Acquisition Co. Pty. Ltd.
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:

Signature of director	Signature of secretary OR director
Name of director (please print)	Name of secretary OR director (please print)