



Ref: 260849

BY ELECTRONIC LODGEMENT

12 October 2026

ASX Limited
Level 27, 39 Martin Place
Sydney NSW 2000

Dear Sir/Madam,

Takeover Offer by Crimson Consulting Australia Pty Ltd for Kip McGrath Education Centres Limited (ASX: KME): Lodgement of Third Supplementary Bidder's Statement

We act for Crimson Consulting Australia Pty Ltd (ACN 600 634 991) (**Crimson Australia**), a wholly owned subsidiary of Crimson Consulting Limited (a New Zealand incorporated company with company number 4957459) in relation to its off-market takeover offer (**Takeover Offer**) under Chapter 6 of the *Corporations Act 2001* (Cth) (**Corporations Act**) for all the shares in Kip McGrath Education Centres Limited (ACN 003 415 889) (**Kip McGrath**) and have been authorised by the directors of Crimson Australia to provide this release.

We attach, by way of service, a copy of Crimson Australia's third supplementary bidder's statement dated 12 October 2026 (**Third Supplementary Bidder's Statement**) in accordance with section 647(3)(b) of the Corporations Act.

A copy of the Third Supplementary Bidder's Statement has been lodged with the Australian Securities and Investments Commission and will be sent to Kip McGrath today.

Yours sincerely
KHQ Lawyers

A handwritten signature in blue ink, appearing to be 'Toby Norgate'.

Toby Norgate
Principal
Email: tnorgate@khq.com.au

For personal use only

Third Supplementary Bidder's Statement

ACCEPT

the Offer to purchase all of your ordinary shares in

Kip McGrath Education Centres Limited

ACN 003 415 889

by

Crimson Consulting Australia Pty Ltd

ACN 600 634 991

ACCEPT CRIMSON AUSTRALIA'S UNCONDITIONAL OFFER

- Crimson Australia has **INCREASED** its **ALL CASH OFFER** to **\$0.75** per Kip McGrath Share (less the cash amount of any dividend in respect of which Crimson is entitled to reduce the Offer consideration)
- Crimson Australia intends to **ACCELERATE PAYMENT** of the Offer consideration to within **10 Business Days**, subject to obtaining the necessary ASIC relief
- Crimson Australia has waived its 90% minimum acceptance condition and all other remaining conditions, and declared its Offer **UNCONDITIONAL** with immediate effect
- The Board of Kip McGrath **UNANIMOUSLY RECOMMENDS** that Kip McGrath Shareholders **ACCEPT THE REVISED OFFER WITHOUT DELAY** in the absence of a superior proposal as stated in Kip McGrath's Supplementary Target's Statement
- Crimson Australia's Offer will close at **7.00pm** on **19 OCTOBER 2026** (unless extended)

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to how to deal with this document, you should contact your broker, financial adviser or legal adviser immediately.

If you have any queries in relation to the Offer, please call the Crimson Offer Information Line on

1300 109 769 (within Australia) or **+61 2 8072 1443** (outside Australia),

Monday to Friday (excluding public holidays) between 8.30am and 7.00pm (Melbourne time).

IMPORTANT INFORMATION

This document is a supplementary bidder's statement under section 643 of the *Corporations Act 2001* (Cth) (**Corporations Act**). It is the third supplementary bidder's statement (**Third Supplementary Bidder's Statement**) issued by Crimson Consulting Australia Pty Ltd ACN 600 634 991 (**Crimson Australia**), a wholly owned subsidiary of Crimson Consulting Limited (**Crimson Consulting**), in relation to Crimson Australia's off-market takeover offer to acquire all of the ordinary shares in Kip McGrath Education Centres Limited ACN 003 415 889 (**Kip McGrath**) contained in Crimson Australia's bidder's statement dated 30 July 2026 (**Bidder's Statement**).

This Third Supplementary Bidder's Statement supplements, and should be read together with, the Bidder's Statement, the first supplementary bidder's statement dated 7 August 2026 (**First Supplementary Bidder's Statement**) and the second supplementary bidder's statement dated 11 September 2026 (**Second Supplementary Bidder's Statement**). This Third Supplementary Bidder's Statement will prevail to the extent of any inconsistency with the Bidder's Statement, the First Supplementary Bidder's Statement and the Second Supplementary Bidder's Statement.

A copy of this Third Supplementary Bidder's Statement was lodged with ASIC and provided to ASX on 12 October 2026. Neither ASIC, ASX nor any of their respective officers takes any responsibility for the contents of this Third Supplementary Bidder's Statement or the merits of the Offer.

Unless the context requires otherwise, capitalised terms used in this Third Supplementary Bidder's Statement have the same meaning as in the Bidder's Statement. The rules of interpretation in section 10.2 of the Bidder's Statement also apply to this Third Supplementary Bidder's Statement.

1. INCREASE IN OFFER PRICE AND DECLARATION THAT OFFER IS NOW UNCONDITIONAL

1.1 The all-cash Offer Price has been increased

Crimson Australia is pleased to advise that it has increased the Offer Price to **\$0.75** per Kip McGrath Share (**Increased Offer Price**) (previously \$0.73 per Kip McGrath Share) less the cash amount of any dividend in respect of which Crimson is entitled to reduce the Offer consideration. The Increased Offer Price represents an attractive premium of:

- (a) 66.7% to Kip McGrath's closing price on 29 July 2026 (the last trading day prior to the Announcement Date, being A\$0.4500 per Share);
- (b) 59.3% to the five-day VWAP (A\$0.4707 per Share);
- (c) 58.2% to the one-month VWAP (A\$0.4740 per Share); and
- (d) 43.9% to the three-month VWAP (A\$0.5214 per Share),

each as at 29 July 2026.

A copy of the formal notice of variation in respect of the Increased Offer Price under section 650D of the Corporations Act is attached to this Third Supplementary Bidder's Statement as Appendix A.

As announced by Kip McGrath on 29 September 2026, the Kip McGrath Board declared fully franked dividends totalling 6.0 cents per Kip McGrath Share (comprising an ordinary dividend of 1.0 cent, a special dividend of 3.0 cents and a further special dividend of 2.0 cents), with a record date of 2 October 2026 and a payment date of 16 October 2026 (together, the **KME Dividends**). Under section 9.6(c) of the Bidder's Statement, Crimson Australia is entitled to all Rights in respect of accepted Kip McGrath Shares, and Rights include dividends and rights to

receive dividends attaching to or arising from Kip McGrath Shares at or after the Announcement Date of 30 July 2026. The KME Dividends are Rights for the purposes of section 9.6(c) of the Bidder's Statement. Accordingly, where an accepting Kip McGrath Shareholder is entitled to receive, has received, or will receive the cash amount of the KME Dividends in respect of accepted Kip McGrath Shares, Crimson Australia will deduct the cash amount of those KME Dividends from the cash amount otherwise payable by Crimson Australia under the Offer for those Shares. For a Kip McGrath Shareholder who is entitled to receive all of the KME Dividends, this means that Crimson Australia will pay \$0.69 cash per Share under the Offer and that shareholder will receive 6.0 cents per Share in dividends from Kip McGrath, resulting in aggregate cash receipts of \$0.75 per Share before any tax consequences¹. Crimson Australia will not require Kip McGrath Shareholders to account to it for, and will not deduct any amount from the Offer consideration in respect of, any franking credits attaching to the KME Dividends. Whether a Kip McGrath Shareholder is able to obtain the benefit of franking credits attached to the KME Dividends depends on that shareholder's own circumstances and on the application of the holding-period and related integrity rules in Australian taxation legislation, and Kip McGrath Shareholders should obtain their own taxation advice.

1.2 The Offer is now unconditional

Crimson Australia is pleased to advise that it has declared the Offer free from all defeating Conditions under section 9.7 of the Bidder's Statement, and accordingly the Offer is unconditional with immediate effect.

As at the date of this Third Supplementary Bidder's Statement, Crimson Australia's voting power in KME is 32.37%, comprising 16,989,719 KME Shares out of a total of 52,490,809 KME Shares presently on issue.

A copy of the formal notice declaring the Offer free of defeating conditions under section 650F of the Corporations Act is attached to this Third Supplementary Bidder's Statement as Appendix B.

1.3 Accelerated payment of Offer Price

Crimson Australia intends to **accelerate payment** of the Offer consideration so that Kip McGrath Shareholders are paid within **10 Business Days** after the later of their acceptance of the Offer and the date on which Crimson Australia varies the Offer, subject to obtaining the necessary relief from ASIC.

Crimson Australia has agreed under the Deed to apply promptly to ASIC for the necessary relief and to use reasonable endeavours to obtain that relief.

If the necessary ASIC relief is not obtained, Crimson Australia will provide the Offer consideration in accordance with section 9.6(a) of the Bidder's Statement.

2. THE KIP MCGRATH BOARD UNANIMOUSLY RECOMMENDS THE OFFER

2.1 Board recommendation

The Kip McGrath Board has issued a Supplementary Target's Statement stating that it unanimously recommends that Kip McGrath Shareholders **ACCEPT THE REVISED OFFER WITHOUT DELAY**, in the absence of a superior proposal.

¹ . For a Kip McGrath Shareholder who is not entitled to receive some or all of the KME Dividends in respect of accepted Kip McGrath Shares, no deduction will be made for the KME Dividends, or the relevant part of them, that the shareholder is not entitled to receive.

Further, each Director of Kip McGrath who owns or controls Kip McGrath Shares intends to accept the Revised Offer in relation to all the Kip McGrath Shares they own or control by 13 October 2026². Directors of Kip McGrath hold or control an aggregate 2,260,000 KME Shares, representing 4.31% of the total Kip McGrath Shares on issue.

2.2 Bid Process Deed

Crimson Australia and Kip McGrath have today entered into a bid process deed (**Deed**), a copy of which is attached as Appendix C, which provides:

- (a) that Kip McGrath will lodge with ASIC a Supplementary Target's Statement stating that each Target Director:
 - i. supports the Revised Offer;
 - ii. gives the Recommendation; and
 - iii. intends to accept the Revised Offer in respect of any Target Shares the Target Director owns or controls within one day after the Bidder lodges the Third Supplementary Bidder's Statement with ASIC; and
- (b) that Kip McGrath will include the Recommendation in all public statements and announcements relating to the Takeover Offer in the absence of a superior proposal;
- (c) that Kip McGrath will not make any public statement or take any other public action that would indicate that the Revised Offer is not recommended by the Target Board, or that is inconsistent with the Recommendation, in the absence of a superior proposal;
- (d) that Crimson Australia will declare the Offer and each takeover contract free from all defeating conditions at the same time as it varies the Offer;
- (e) that Kip McGrath will agree to exclusivity arrangements including a no-shop arrangement for the remainder of the Offer Period;
- (f) that Crimson Australia must promptly apply to ASIC under section 655A of the Corporations Act for the relief required to vary the Offer so that the Revised Offer consideration is paid within 10 Business Days after the later of acceptance and the date on which Crimson varies the Offer, and must use reasonable endeavours to obtain that relief; and
- (g) that the issued and approved but unissued performance rights will not vest or become exercisable and Kip McGrath will use reasonable endeavours to agree cash settlements with the affected holders and proposed recipients on the basis set out in the Deed. The total of all payments that may be made for this shall not exceed \$170,000 without the Target having first obtained the Bidder's written agreement to any additional amount.

3. BIDDER'S INTENTIONS IN RELATION TO KIP MCGRATH

Crimson Australia's intentions in relation to Kip McGrath are set out in section 6 of the Bidder's Statement. In summary:

- (a) if, at the end of the Offer Period, Crimson Australia has a Relevant Interest in 90% or more of the Shares, it will proceed with compulsory acquisition under Part 6A.1 of the Corporations Act, replace all members of the Kip McGrath Board with its own

² See Supplementary Target's Statement dated 12 October 2026 and the Bid Process Deed.

nominees, request Kip McGrath's removal from the official list of the ASX and conduct a broad review of Kip McGrath's business, operations, assets, strategy, financial position, management structure and prospects (section 6.3 of the Bidder's Statement);

- (b) if, at the end of the Offer Period, Crimson Australia has a Relevant Interest in more than 50.1% but less than 90% of the Shares (a scenario that, following the waiver of the 90% minimum acceptance condition described in section 1 of this Third Supplementary Bidder's Statement, is now a possible outcome of the Offer), it intends to become actively involved in determining and controlling the strategic direction of Kip McGrath's business, procure the appointment of a majority of its nominees to the Kip McGrath Board and conduct a broad review of Kip McGrath's business, operations, assets, strategy, financial position, management structure and prospects (section 6.4 of the Bidder's Statement);
- (c) if, at the end of the Offer Period, Crimson Australia has a Relevant Interest in less than 50% of the Shares (a scenario that, following the waiver of the 90% minimum acceptance condition described in section 1 of this Third Supplementary Bidder's Statement, is now a possible outcome of the Offer), Crimson Australia intends to seek representation on the Kip McGrath Board so that the proportion of its nominees is broadly in line with its voting power, with its intentions in relation to Kip McGrath's operations, assets, employees and dividend policy being those set out in sections 6.4(d) and 6.4(e) of the Bidder's Statement and subject to the limitations arising from Crimson Australia's position as a non-majority shareholder (section 6.5 of the Bidder's Statement); and
- (d) all statements of intention in section 6 of the Bidder's Statement are statements of present intention only, formed on the basis of information currently available to Crimson Australia, and may change in light of further information or changes in circumstances (section 6.2 of the Bidder's Statement).

Those intentions remain Crimson Australia's current intentions as at the date of this Third Supplementary Bidder's Statement.

4. HARVEST LANE ACCEPTANCE INTENTION STATEMENT

Section 4.5 of the Second Supplementary Bidder's Statement dated 11 September 2026 set out an acceptance intention statement provided to Crimson Australia by Harvest Lane Asset Management Pty Ltd (**Harvest Lane**), as trustee for the Harvest Lane Asset Management Absolute Return Fund and in any other capacity, in respect of 10,433,189 Kip McGrath Shares (representing approximately 19.88% of the then issued Shares) that Harvest Lane held or controlled as at the date of that statement. Harvest Lane has confirmed to Crimson Australia that its intention to accept the Offer has not changed.

Harvest Lane has provided the following statement to Crimson Australia:

"Harvest Lane Asset Management Pty Ltd (Harvest Lane) refers to its statement of intention dated 9 September 2026 in relation to the off-market takeover bid by Crimson Consulting Australia Pty Ltd (Bidder) for all of the fully paid ordinary shares in Kip McGrath Education Centres Limited (ASX: KME) (Kip McGrath Shares) at \$0.73 per Kip McGrath Share (Offer), as set out in the Second Supplementary Bidder's Statement dated 11 September 2026 (Original Statement).

Harvest Lane confirms that, as at the date of this statement:

- (a) *it has a beneficial interest in 10,463,189 Kip McGrath Shares, representing approximately 19.93% of the total Kip McGrath Shares on issue; and*
- (b) *the Original Statement remains its present intention, on the terms and subject to the qualifications set out in it.*

This statement has been made by Harvest Lane on a voluntary basis and does not constitute or evidence any agreement, arrangement or understanding between Harvest Lane and the Bidder, or any associate of the Bidder, in respect of the Offer or any Kip McGrath Shares."

Harvest Lane has consented to the inclusion of the above statement in this Third Supplementary Bidder's Statement pursuant to section 636(3) of the Corporations Act.

5. ACCEPT THE OFFER NOW

There are a number of key reasons why Kip McGrath Shareholders should accept the Revised Offer, which are summarised in section 5.1 below. Kip McGrath Shareholders who do not accept the Revised Offer should also consider the particular risks summarised in section 5.2 below.

5.1 Key reasons to accept the Offer

The key reasons for accepting the Offer are:

- (a) **Attractive all-cash offer price:** the Increased Offer Price of A\$0.75 per Share represents a premium of 66.7% to Kip McGrath's closing price on 29 July 2026 (the last trading day prior to the Announcement Date, being A\$0.4500 per Share), 59.3% to the five-day VWAP (A\$0.4707 per Share), 58.2% to the one-month VWAP (A\$0.4740 per Share) and 43.9% to the three-month VWAP (A\$0.5214 per Share), each as at 29 July 2026.
- (b) **The Offer is unconditional:** the Offer is now unconditional. Kip McGrath Shareholders who accept the Offer will receive the Offer consideration in accordance with section 9.6 of the Bidder's Statement.
- (c) **Board recommendation:** The Kip McGrath Board now unanimously recommends that Kip McGrath Shareholders accept the Offer in the absence of a superior proposal. Further, each Director of Kip McGrath who owns or controls Kip McGrath Shares intends to accept the Offer in relation to all the Kip McGrath Shares they own or control.
- (d) **Significant liquidity event:** Kip McGrath Shares are thinly traded. In the six months preceding 29 July 2026, the average daily trading volume of Shares was approximately 64,306 Shares, representing approximately 0.1225% of the Shares then on issue. The Offer provides a rare opportunity for Kip McGrath Shareholders to monetise their entire holding at an attractive premium.
- (e) **Removal of risks associated with Kip McGrath's business:** acceptance of the Offer eliminates your exposure to the ongoing business, operational, competitive and technological risks of holding Kip McGrath Shares.
- (f) **Kip McGrath's share price may fall after the Offer closes:** Kip McGrath's current share price is being supported by the Offer. The closing price of Kip McGrath Shares on 29 July 2026 (the last trading day prior to the Announcement Date) was A\$0.45 per Share. After the Offer closes, Kip McGrath's share price may trade at levels below

the Increased Offer Price and Kip McGrath Shareholders who have not accepted the Offer may not have another opportunity to sell their Shares for A\$0.75 per Share.

- (g) **Retain benefits of franking credits:** the Revised Offer preserves for Shareholders the benefit of the dividend approved at KME's annual general meeting, payable on 16 October 2026, together with the potential benefit of the associated franking credits for eligible Shareholders, while Crimson pays the balance of the A\$0.75 Offer consideration; and
- (h) **No competing or alternative proposal:** as at the date of this Third Supplementary Bidder's Statement, no superior proposal, competing offer or other alternative transaction has been announced in respect of Kip McGrath. Kip McGrath Shareholders who reject the Offer are not choosing between the Offer and a better alternative.

5.2 **Risks if the Offer is not accepted and Crimson Australia acquires a significant but less than 90% stake**

Kip McGrath Shareholders who do not accept the Offer should also consider the particular risks that may arise if, at the end of the Offer Period, Crimson Australia has acquired a significant stake in Kip McGrath but has not acquired a Relevant Interest of 90% or more and so is unable to proceed to compulsory acquisition under Part 6A.1 of the Corporations Act. In that scenario, you would remain a minority shareholder in a Kip McGrath that is controlled by, or significantly influenced by, Crimson Australia. The particular risks include:

- (a) **Reduced liquidity and free float:** the number of Shares held by Kip McGrath Shareholders other than Crimson Australia and its associates will be materially reduced, which is likely to result in reduced liquidity in the Shares and may make it more difficult for you to sell Your Shares in the future at the time and price of your choosing.
- (b) **Crimson Australia control of the Kip McGrath Board:** if Crimson Australia holds a Relevant Interest of more than 50% of the Shares at the end of the Offer Period, it intends to procure the appointment of a majority of its nominees to the Kip McGrath Board. The reconstituted Kip McGrath Board will determine Kip McGrath's strategic direction, operations, dividend policy and other matters affecting the value of Your Shares.
- (c) **No further opportunity to receive the Offer price:** if Crimson Australia does not acquire a Relevant Interest of 90% or more of the Shares, it will not be entitled to proceed to compulsory acquisition under Part 6A.1 of the Corporations Act. There is no assurance that any further opportunity to sell Shares at or above the Increased Offer Price will arise.
- (d) **Potential delisting of Kip McGrath from the ASX:** if Crimson Australia owns or controls at least 75% of the Shares at the end of the Offer, Crimson Australia may apply (through its nominees on the Kip McGrath Board) for Kip McGrath to be removed from the official list of the ASX, as foreshadowed in section 6.4(c) of the Bidder's Statement. Under ASX Listing Rules Guidance Note 33, subject to ASX discretion the ASX may approve such a removal without a Kip McGrath Shareholder vote if, among other things, there are fewer than 150 Kip McGrath Shareholders (other than Crimson Australia and its associates) with holdings in Shares to the value of at least A\$500. If Kip McGrath is removed from the official list of the ASX, Kip McGrath Shareholders would hold shares in an unlisted entity, which would materially reduce or eliminate liquidity in the Shares.

- (e) **Reduced influence as a minority shareholder:** your ability to influence decisions put to Kip McGrath Shareholders will be reduced, including on matters requiring a special resolution (such as changes to Kip McGrath's constitution). If Crimson Australia holds a Relevant Interest of 75% or more of the Shares, Crimson Australia would be able to pass special resolutions on its own, without the support of any other Kip McGrath Shareholder; and
- (f) **Decreased likelihood of any future alternative proposal:** To the extent that Crimson Australia obtains a Relevant Interest in more than 25% of KME Shares (which based on current acceptances it has already achieved), Crimson Australia will be able to block any future proposed scheme of arrangement. Therefore, in that scenario, Crimson Australia cooperation or support would be required for any third party scheme of arrangement to succeed. This may further decrease the likelihood that any third party would make an offer to gain control of 100% of Kip McGrath.

5.3 Accept the Offer now

For the reasons set out in section 5.1 above, and having regard to the risks summarised in section 5.2 above, Crimson Australia encourages Kip McGrath Shareholders to **ACCEPT THE REVISED OFFER WITHOUT DELAY.**

The Offer is scheduled to close at 7.00pm (Melbourne time) on 19 October 2026, unless further extended or withdrawn. See section 6 of this Third Supplementary Bidder's Statement for information on how to accept the Offer.

6. HOW TO ACCEPT THE OFFER

You may only accept the Offer for all of Your Shares.

To accept the Offer online, visit <https://portal.automic.com.au/investor/home> on your browser and follow the instructions below in sufficient time for your Acceptance to be successfully processed before the Offer closes:

1. Click 'Register' and select 'Crimson Takeover Offer' from the dropdown list in the Issuer Name Field.
2. Enter your Securityholder Reference Number (SRN) or Holder Identification Number (HIN).
3. Enter your postcode OR country of residence (only if outside Australia).
4. Tick the box "I'm not a robot" and then select "Next".
5. Complete the prompts to set up your username and password details.
6. Once you are logged in, select "Offers" from the left-hand vertical menu and follow the prompts to accept the Offer.

If you already have an online account with Automic, you can sign into the Automic investor portal, click the "add holdings" button, select "Crimson Takeover Offer" from the dropdown list and enter your SRN/HIN.

Once completed, select "Offers" from the left-hand vertical menu and follow the prompts to accept the Offer.

Note: Your SRN or HIN (as applicable) is shown on the top of your personalised Acceptance Form, your most recent holding statement or your stockbroker's portal (if applicable).

To accept the Offer using a physical Acceptance Form, you must complete and sign the Acceptance Form and return it to the address indicated on the form in sufficient time for it to be successfully processed before the Offer closes.

Full details on how to accept the Offer are set out in section 9.3 of the Bidder's Statement.

The Offer is scheduled to close at 7.00pm (Melbourne time) on 19 October 2026, unless extended or withdrawn.

7. FUNDING OF INCREASED OFFER PRICE

7.1 Total cash consideration

As a result of the Increased Offer Price of \$0.75 cash per Kip McGrath Share, the maximum consideration amount that could be payable by Crimson Australia under the Offer, calculated on the basis of \$0.75 per Share for all KME Shares on issue as at the date of this Third Supplementary Bidder's Statement (being 52,490,809 KME Shares) and assuming acceptances were received for all of those Shares, is \$39,368,106.75.

Under the terms of the Offer, Crimson Australia is entitled to reduce the cash amount payable under the Offer by the amount of the KME Dividends in respect of accepted Kip McGrath Shares where the accepting shareholder is entitled to receive the cash amount of those dividends. Accordingly, the actual amount paid by Crimson Australia under the Offer will be reduced, below the maximum consideration amount of \$39,368,106.75 to the extent that accepting Kip McGrath Shareholders are entitled to receive the cash amount of the KME Dividends in respect of their accepted Kip McGrath Shares.

7.2 Source of funding

The cash reserves described in section 5.2 of the Bidder's Statement are sufficient to satisfy the maximum consideration amount of \$39,368,106.75 (and associated transaction costs). The Increased Offer Price of \$0.75 per Kip McGrath Share will be fully funded on the same basis as currently disclosed in section 5.2 of the Bidder's Statement. The Offer is not subject to any financing conditions.

Crimson Australia continues to hold the view, and has reasonable grounds for holding the view, that it will be able to provide all consideration payable under the Offer and meet the associated transaction costs.

8. ADDITIONAL INFORMATION

8.1 On market purchase

In accordance with rule 5.13.1 of the ASIC Market Integrity Rules, Crimson Australia reserves the right to acquire KME Shares on-market at or below the Offer Price (at the relevant time) during the bid period (as defined in the ASIC Market Integrity Rules).

Kip McGrath Shareholders who sell their Shares on ASX will receive payment on a T+2 basis (being two Business Days after the date of the relevant transaction) and cannot subsequently accept the Offer in respect of the Shares sold on ASX. They may also incur brokerage charges and GST on those charges that they may not incur if they accept the Offer.

8.2 Consents

This Third Supplementary Bidder's Statement contains references to statements made by, or statements said to be based on statements made by, Crimson Australia, Crimson Consulting and Harvest Lane. Crimson Australia, Crimson Consulting, Harvest Lane and Kip McGrath have each consented to the inclusion of:

- (a) each reference to their name;
- (b) each statement they have made; and
- (c) each statement that is said to be based on a statement they have made,

in the form and context in which each reference or statement (as applicable) appears and have not withdrawn that consent as at the date of this Third Supplementary Bidder's Statement.

Kelly Hazell Quill Pty Ltd trading as KHQ Lawyers has given, and before lodgement of this Third Supplementary Bidder's Statement has not withdrawn, its written consent to be named as legal adviser to the Offer in the form and context in which it is named.

Automic Pty Ltd has given and before lodgement of this Third Supplementary Bidder's Statement has not withdrawn its written consent to be named as share registry of Crimson Australia in the form and context in which it is named.

Neither KHQ Lawyers nor Automic has authorised the issue of this Third Supplementary Bidder's Statement, makes or purports to make any statements in this Third Supplementary Bidder's Statement or any statement on which this Third Supplementary Bidder's Statement is based and neither KHQ Lawyers nor Automic takes responsibility for any part of this Third Supplementary Bidder's Statement other than any reference to its name.

This Third Supplementary Bidder's Statement includes statements which are made in, or based on, statements made in documents lodged with ASIC or given to ASX including Kip McGrath's Supplementary Target's Statement and the Bid Process Deed. Under the terms of ASIC Corporations (Takeover Bids) Instrument 2023/683, the parties making those statements are not required to consent to, and have not consented to, inclusion of those statements in this Third Supplementary Bidder's Statement. If you would like to receive a copy of any of those documents, or the relevant parts of the documents containing the statements (within 2 business days free of charge) during the Offer, please contact the Offer Information Line on the numbers set out on the front of this Third Supplementary Bidder's Statement.

As permitted by ASIC Corporations (Consents to Statements) Instrument 2026/89, this Third Supplementary Bidder's Statement may include or be accompanied by certain statements:

- (a) which fairly represent what purports to be a statement by an official person; or
- (b) which are a correct and fair copy of, or extract from, what purports to be a public official document; or
- (c) which are a correct and fair copy of, or extract from, a statement that has already been published in a book, journal or comparable publication.

In addition, as permitted by ASIC Corporations (Consents to Statements) Instrument 2026/89, this Third Supplementary Bidder's Statement contains references to trading data prepared by IRESS. IRESS has not consented to the inclusion of those references in this Third Supplementary Bidder's Statement.

9. APPROVAL OF THIRD SUPPLEMENTARY BIDDER’S STATEMENT

This Third Supplementary Bidder's Statement has been approved by a resolution passed by the directors of Crimson Australia.

Dated 12 October 2026

Signed for and on behalf of Crimson Consulting Australia Pty Ltd



Director (sign here)

JAMIE BEATON

print name

For personal use only

APPENDIX A

**CRIMSON CONSULTING AUSTRALIA PTY LTD (ACN 600 634 991)
OFF-MARKET TAKEOVER BID FOR
KIP MCGRATH EDUCATION CENTRES LIMITED (ACN 003 415 889)
SECTION 650D OF THE CORPORATIONS ACT 2001 (CTH)
NOTICE OF VARIATION – INCREASE IN CONSIDERATION**

To: Australian Securities and Investments Commission (**ASIC**);
ASX Limited (**ASX**); and
Kip McGrath Education Centres Limited (ACN 003 415 889) (**KME**).

Crimson Consulting Australia Pty Ltd (ACN 600 634 991) (**Crimson Australia**) gives notice under section 650D of the Corporations Act that the offers made under its off-market takeover bid for all of the fully paid ordinary shares in KME contained in Crimson Australia's bidder's statement dated 30 July 2026 (as supplemented by the first supplementary bidder's statement dated 7 August 2026 and the second supplementary bidder's statement dated 11 September 2026) (together, the **Bidder's Statement**) (as varied by notices of variation dated 11 September 2026 and 7 October 2026) are varied as set out in this notice.

Terms defined in the Bidder's Statement have the same meaning where used in this notice unless the context provides otherwise.

A copy of this notice was lodged with ASIC on 12 October 2026. Neither ASIC, ASX nor any of their respective officers takes any responsibility for the contents of this notice.

Increase in Offer Price

In accordance with section 650B(1)(a) of the Corporations Act, Crimson Australia varies the Offers by:

- (a) increasing the Offer Price from \$0.73 to \$0.75 for each Kip McGrath Share; and
- (b) replacing references to "\$0.73" with "\$0.75" in all places in the Bidder's Statement, the Acceptance Form enclosed with the Bidder's Statement and in all other instances where "\$0.73" appears as the Offer Price.

The Increased Offer Price will apply to all KME Shareholders who accept the Offer, including those KME Shareholders who have already accepted the Offer.

The Increased Offer Price remains subject to the terms of section 9.6(c) of the Bidder's Statement concerning Rights, including the treatment of the KME Dividends described in section 1.1 of the Third Supplementary Bidder's Statement.

This notice has been approved by a resolution passed by the directors of Crimson Australia.

Dated: 12 October 2026

Signed for and on behalf of
Crimson Consulting Australia Pty Ltd
by its duly authorised officer:



Name: Jamie Beaton

Title: Director

Date: 12 October 2026

APPENDIX B

CRIMSON CONSULTING AUSTRALIA PTY LTD (ACN 600 634 991)

OFF-MARKET TAKEOVER BID FOR KIP MCGRATH EDUCATION CENTRES LIMITED (ACN 003 415 889)

SECTION 650F OF THE CORPORATIONS ACT 2001 (CTH)

NOTICE TO FREE OFFER FROM CONDITIONS

To: Australian Securities and Investments Commission (**ASIC**);
ASX Limited (**ASX**); and
Kip McGrath Education Centres Limited (ACN 003 415 889) (**KME**).

Crimson Consulting Australia Pty Ltd (ACN 600 634 991) (**Crimson Australia**) gives this notice under section 650F of the *Corporations Act 2001* (Cth) (**Corporations Act**) as modified by *ASIC Corporations (Takeover Bids) Instrument 2023/683* in respect of its offer (**Offer**) under an off-market takeover bid for all of the fully paid ordinary shares in KME pursuant to its bidder’s statement dated 30 July 2026 (as supplemented by the supplementary bidder’s statement dated 7 August 2026 and the second supplementary bidder’s statement dated 11 September 2026) (together, the Bidder’s Statement) (as varied by notices of variation dated 11 September 2026 and 7 October 2026).

Capitalised terms in this notice have the same meaning as given in the Bidder’s Statement, unless the context requires otherwise.

Crimson Australia gives notice that it declares the Offer free from the following Conditions in section 9.7 of the Bidder’s Statement:

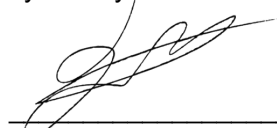
- (a) 9.7(a) (minimum acceptance condition);
- (b) 9.7(b) (regulatory action condition);
- (c) 9.7(c) (no Prescribed Occurrences);
- (d) 9.7(d) (no distributions condition);
- (e) 9.7(e) (no break fees condition); and
- (f) 9.7(f) (no material adverse change condition),

so that the Offer has become free of those Conditions.

As at the date of this notice, Crimson Australia’s voting power in KME is 32.37%, comprising 16,989,719 KME Shares out of a total of 52,490,809 KME Shares presently on issue.

Dated: 12 October 2026

Signed for and on behalf of
Crimson Consulting Australia Pty Ltd
by its duly authorised officer:



Name: Jamie Beaton
Title: Director
Date: 12 October 2026

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APPENDIX C

BID PROCESS DEED

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Bid process deed

Kip McGrath Education Centres Limited

- and -

Crimson Consulting Australia Pty Ltd



Bid process deed

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Details

Parties		
	Name	Kip McGrath Education Centres Limited
	ACN	003 415 889
	Address	Suite 2.02, Level 2, 31 Market Street, Sydney NSW 2000
	(Target)	
	Name	Crimson Consulting Australia Pty Ltd
	ACN	600 634 991
	Address	Level 6, 8 Hill Street, Surry Hills NSW 2010
	(Bidder)	
Date of deed	12 October 2026	

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BACKGROUND

- A. The Bidder has made a Takeover Offer for all the Target Shares under a Bidder's Statement dated 30 July 2026, as varied by the Supplementary Bidder's Statement dated 7 August 2026, and the Second Supplementary Bidder's Statement dated 11 September 2026 and has agreed to vary the Takeover Offer on the terms set out in this deed.
- B. The Target Directors propose to recommend the Takeover Offer, as amended, on the terms set out in this deed, in the absence of a Superior Proposal.
- C. The Target and the Bidder have agreed to certain matters in relation to the conduct of the Takeover Offer on and subject to the terms of this deed.

AGREED TERMS

The parties agree:

1. DEFINITIONS AND INTERPRETATION

In this deed these terms have the following meanings.

1.1 Definitions

ASIC: the Australian Securities and Investments Commission.

Associate: the definition given to that term in *section 12* of the Corporations Act.

ASX: ASX Limited ABN 98 008 624 691 or, as the context requires, the financial market known as the Australian Securities Exchange operated by it.

Bidder Counterproposal: the definition given to that term in clause 8.6(a)(iii).

Bidder Group: the Bidder and each of its Subsidiaries (excluding, at any time, the Target and its Subsidiaries to the extent that the Target and its Subsidiaries are Subsidiaries of the Bidder at that time). A reference to a member of the Bidder Group or a Bidder Group Member is a reference to the Bidder or any such Subsidiary.

Bidder's Statement: the bidder's statement that has been prepared by the Bidder in relation to the Takeover Offer in accordance with Chapter 6 of the Corporations Act varied by the Supplementary Bidder's Statement dated 7 August 2026, and the Second Supplementary Bidder's Statement dated 11 September 2026.

Business: the business of the Target as at the date of this deed being in the education sector.

Business Day: a day on which banks are open for business in Melbourne, other than a Saturday, Sunday or public holiday in that city.

Competing Proposal: any proposal, offer, agreement or transaction, which if entered into or completed, would result in a Third Party (alone or with an Associate):

Bid process deed

- (a) acquiring a Relevant Interest, voting power, economic interest or derivative transaction in 20% or more of the Target Shares or of the securities of any of member of the Target Group;
- (b) directly or indirectly acquiring or obtaining an interest (including an economic interest) in all or a substantial part or material part of the Business or assets or property of, the Target or any member of the Target Group (where a material part means assets or property representing 20% or more of the value of the Target Group's total assets);
- (c) acquiring Control of the Target or any member of the Target Group; or
- (d) acquiring, or merging with, the Target or any member of the Target Group (including by way of takeover bid, scheme of arrangement, capital reduction, buy-back, sale of assets, sale of securities, strategic alliance, dual listed company structure, joint venture or partnership),

or any proposal by the Target to implement any reorganisation of capital or any proposal, offer or transaction that is similar in structure to, or that would be reasonably regarded as being an alternative proposal to, the Proposed Transaction, or any proposal that would otherwise result in the Proposed Transaction not being able to be implemented on the basis set out in this deed.

Control: the definition given to that term in *section 50AA* of the Corporations Act.

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

Exclusivity Period: the period commencing on the date of this deed and ending on the expiry of the period for which the Takeover Offer remains open for acceptance.

Government Agency: any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Listing Rules: the official listing rules of the ASX as amended from time to time.

Performance Rights: means:

- (a) all performance rights granted by the Target, being 381,819 performance rights; and
- (b) the 585,500 new rights approved at the Annual General Meeting of the Target held on 29 September 2026 but not issued as at the date of this deed.

Proposed Transaction:

- (a) the Takeover Offer; and
- (b) all associated transactions and steps contemplated by this deed.

Recommendation: the definition given to that term in **clause 3.1(b)**.

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Register: the register of shareholders of the Target maintained by or on behalf of the Target in accordance with the Corporations Act.

Related Body Corporate: in relation to a person, a related body corporate of that person under section 50 of the Corporations Act and includes any body corporate that would be a related body corporate if section 48(2) of the Corporations Act was omitted.

Relevant Interest: the definition given to that term in sections 608 and 609 of the Corporations Act.

Representatives: in respect of a party, an employee, agent, officer, director, adviser or financier of or to that party (or of a Related Body Corporate of that party), and, in the case of advisers and financiers, includes employees, officers and agents of the adviser or financier (as applicable).

Revised Offer: the Takeover Offer as varied in accordance with clause 2.1.

Subsidiary: the definition given to that term in section 46 of the Corporations Act.

Supplementary Target's Statement: the supplementary target's statement to be lodged by the Target with ASIC in connection with the Revised Offer.

Superior Proposal: a bona fide Competing Proposal that the Target Directors acting in good faith and in order to satisfy what the Target Directors reasonably consider to be their fiduciary or statutory duties after taking written advice from its legal and financial advisers determine:

- (a) is reasonably capable of being completed substantially in accordance with its terms; and
- (b) would, if completed substantially in accordance with its terms, be likely to result in a transaction more favourable to Target Shareholders than the Proposed Transaction (as modified by any Bidder Counterproposal), having regard to all relevant matters including consideration, conditionality, funding, certainty and timing.

Takeover Offer: the off-market takeover bid under Chapter 6 of the Corporations Act made by the Bidder for all the issued Target Shares.

Target Board: the board of directors of the Target as constituted from time to time (or any committee of the board of directors of the Target constituted from time to time to consider the Proposed Transaction on behalf of the Target).

Target Director: a director of the Target.

Target Group: the Target and each of its Subsidiaries, and a reference to a **member of the Target Group** or a **Target Group Member** is a reference to the Target or any such Subsidiary.

Target Prescribed Occurrence: the occurrence of any matter set out in section 9.7(c) of the Bidder's Statement dated 30 July 2026.

Target Share: an issued fully paid ordinary share in the capital of the Target.

Bid process deed

Target Shareholder: each person who is registered in the Register as a holder of one or more Target Shares.

Third Party: any person or entity other than a member of the Bidder Group or a member of the Target Group.

Third Supplementary Bidder's Statement: the supplementary bidder's statement to be lodged by the Bidder with ASIC in connection with the Revised Offer.

Variation Date: the date on which the Bidder lodges with ASIC the notice of variation giving effect to the Revised Offer.

1.2 Interpretation

In this deed the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

- (a) Headings and subheadings are for convenience only and do not affect the interpretation of this deed.
- (b) References to parties are references to the parties to this deed.
- (c) Words denoting the singular include the plural and words denoting the plural include the singular.
- (d) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (e) The word "person" includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.
- (f) References to clauses are references to clauses of this deed.
- (g) A reference to a law includes:
 - (i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
 - (ii) any constitutional provision, treaty or decree;
 - (iii) any judgment;
 - (iv) any rule or principle of common law or equity;
 - (v) a Listing Rule,
 and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.
- (h) Specifying anything in this deed after the terms "include", "including", "includes", "for example", "such as" or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.

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- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (j) If a period of time begins on a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (k) A reference to time is a reference to Melbourne time unless otherwise specified.
- (l) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (m) If any act is required to be performed under this deed by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day.
- (n) If any act is required to be performed under this deed on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.
- (o) A reference to "writing" or "written" includes email.
- (p) No provision of this deed will be construed adversely to a party because that party was responsible in any way for the preparation of any part of that provision or this deed.

1.3 Consents or approvals

If the doing of any act, matter or thing under this deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.4 Reasonable or best endeavours

Any provision of this deed that requires a party to use reasonable endeavours or best endeavours to procure that something is performed or occurs or does not occur, does not include any obligation:

- (a) to pay any money or provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person except for payment of any applicable fee for the lodgement or filing of any relevant application with any Government Agency; or
- (b) to commence any legal action or proceeding against any person, except where that provision expressly specifies otherwise.

2. BIDDER'S OBLIGATIONS

2.1 Varying the Takeover Offer

The Bidder agrees to:

Bid process deed

- (a) by no later than 5pm on 12 October 2026, vary the Takeover Offer so that the consideration is \$0.75 cash per Target Share, less the amount of any dividend, distribution or other entitlement declared, paid or made by the Target in respect of that Target Share after 30 July 2026 (**Revised Offer**), with the Revised Offer available to all Target Shareholders who accept or have accepted the Takeover Offer; and
- (b) at the same time as the notice under clause 2.1(a), give notice under section 650F of the Corporations Act declaring the Takeover Offer and each takeover contract free from all defeating conditions.

2.2 Accelerated payment

The Bidder must apply to ASIC under section 655A of the Corporations Act for the relief required to vary the Takeover Offer so that the consideration is paid within 10 Business Days after the later of acceptance and the Variation Date and use reasonable endeavours to obtain such relief. The Bidder has no liability if that relief is not obtained or is granted on conditions unacceptable to the Bidder (acting reasonably). The Target must promptly provide all assistance and support the Bidder reasonably requests in connection with any such application.

3. TARGET DIRECTORS' RECOMMENDATION AND ACCEPTANCE

- 3.1 The Target represents that each Target Director has confirmed to it that he or she:
 - (a) supports the Revised Offer;
 - (b) recommends that the Target Shareholders accept the Revised Offer in respect of their Target Shares (in the absence of a Superior Proposal) (**Recommendation**); and
 - (c) intends to accept the Revised Offer in respect of any Target Shares the Target Director owns or controls within one day of the Bidder lodging the Third Supplementary Bidder's Statement with ASIC.
- 3.2 The Target agrees:
 - (a) as soon as practicable after the Bidder complies with clause 2.1, to lodge with ASIC a Supplementary Target's Statement stating that each Target Director:
 - (i) provides his or her full support for the Revised Offer;
 - (ii) gives the Recommendation; and
 - (iii) intends to accept the Revised Offer in respect of any Target Shares the Target Director owns or controls within one day of the Bidder lodging the Third Supplementary Bidder's Statement with ASIC; and
 - (b) to include the Recommendation in all public statements and announcements relating to the Revised Offer; and

Bid process deed

- (c) not to make any public statement or take any other public action that would indicate that the Revised Offer is not recommended by the Target Board, or that is inconsistent with the Recommendation.
- 3.3 The Target is released from its obligations under this clause if the Target receives a Competing Proposal and the Target Board determines, after all of the Bidder's rights under clause 8.6 have been exhausted, that the Competing Proposal constitutes a Superior Proposal.

4. THIRD SUPPLEMENTARY BIDDER'S STATEMENT AND SUPPLEMENTARY TARGET'S STATEMENT

4.1 Third Supplementary Bidder's Statement

The Bidder must before the Bidder lodges the Third Supplementary Bidder's Statement with ASIC to the extent practicable, give the Target a reasonable opportunity to review an advanced draft of the Third Supplementary Bidder's Statement and will consider in good faith any comments from the Target and its advisers.

4.2 Supplementary Target's Statement

The Target must, before the Target lodges the Supplementary Target's Statement with ASIC to the extent practicable, give the Bidder a reasonable opportunity to review an advanced draft of the Supplementary Target's Statement and will consider in good faith any comments from the Bidder and its advisers.

5. CONDUCT OF BUSINESS

5.1 Conduct of Target Business

Subject to the Bidder complying with clause 2.1, during the Exclusivity Period:

- (a) the Target must, and must procure that each Target Group Member carries on and operates the Business as a going concern, in the ordinary and normal course and in substantially the same manner as it was conducted in the 12 months before the date of this deed.
- (b) the Target must not, and must procure that each Target Group Member does not take any action that constitutes a Target Prescribed Occurrence or that could reasonably be expected to result in a Target Prescribed Occurrence;
- (c) the Target will procure that no Performance Rights will vest, become exercisable or be exercised, and that Target directors will not exercise any discretion to accelerate vesting.
- (d) the Target must use reasonable endeavours to enter into agreements with the holders of Performance Rights and the persons to whom any Performance Rights referred to in paragraph (b) of the definition of Performance Rights were proposed to be issued, under which those Performance Rights or proposed Performance Rights are cancelled or surrendered in consideration for cash payments calculated by reference to pro rata

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vesting up to 12 October 2026, the relevant performance hurdles being treated as satisfied and a value of A\$0.69 per Performance Right. The total of all payments that may be made in accordance with this clause 5.1(d) shall not exceed \$170,000 without the Target having first obtained the Bidder's written agreement to any additional amount.

5.2 Target permitted activities

The obligations of the Target under clause 5.1 do not apply in respect of any matter that:

- (a) is required by any applicable law or Government Agency;
- (b) is required or permitted by this deed, or the Proposed Transaction; or
- (c) is a cancellation agreement, payment or other action contemplated by clause 5.1(d); or
- (d) is consented to in writing by the Bidder.

6. REPRESENTATIONS AND WARRANTIES

6.1 Target representations and warranties

The Target represents and warrants to the Bidder at the date of this deed that:

- (a) it is validly existing under the laws of its place of incorporation or registration;
- (b) it has the power to enter into and perform its obligations under this deed and to carry out the transactions contemplated by this deed;
- (c) it has taken all necessary action to authorise its entry into and performance of this deed and to carry out the transactions contemplated by this deed;
- (d) the Target's obligations under this deed are valid and binding and enforceable against it in accordance with their terms;

6.2 Representations and warranties by the Bidder

The Bidder represents and warrants to the Target at the date of this deed that:

- (a) it is validly existing under the laws of its place of incorporation or registration;
- (b) it has the power to enter into and perform its obligations under this deed and to carry out the transactions contemplated by this deed;
- (c) it has taken all necessary action to authorise its entry into and performance of this deed and to carry out the transactions contemplated by this deed;
- (d) its obligations under this deed are valid and binding and enforceable against it in accordance with their terms.

7. ANNOUNCEMENTS

7.1 Announcement of arrangements

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Any public announcements by the Target or Bidder in relation to, or in connection with, the Revised Offer may only be made in a form that each party has had a reasonable opportunity to consider before the announcement is released, subject to where a party is required by law or the Listing Rules to make any announcement or to make any disclosure in relation to, or in connection with, the Revised Offer.

7.2 Required announcement

Where a party is required by applicable law, the Listing Rules or any other applicable financial market regulation, to make any announcement or to make any disclosure in connection with the Revised Offer, it may do so but must use reasonable endeavours, to the extent practicable and lawful, to consult with the other party before making the relevant disclosure and must give the other party as much notice as reasonably practical.

8. EXCLUSIVITY

8.1 No existing discussions

- (a) Other than in relation to the discussions with the Bidder in connection with the Proposed Transaction and this deed, the Target represents and warrants to the Bidder that, as at the date of this deed neither itself nor any of its Representatives is a party to any agreement with a Third Party entered into for the purpose of facilitating a Competing Proposal, other than regarding confidentiality, non-solicitation/non-interference and standstill.
- (b) Immediately after execution of this deed, it will notify any Third Parties with which it or any of its Representatives is participating in discussions or negotiations that concern, or that could reasonably be expected to lead to, a Competing Proposal or to the Target not proceeding with the Proposed Transaction that it terminates such discussions or negotiations.

8.2 No-shop

During the Exclusivity Period, the Target must not, and must ensure that its Representatives do not, directly or indirectly solicit, invite, initiate or encourage any Competing Proposal or any enquiries, proposals, discussions or negotiations with any Third Party in relation to (or that could reasonably be expected to lead to) a Competing Proposal or to the Target not proceeding with the Proposed Transaction, or communicate any intention to do any of these things.

8.3 No-talk

Subject to clause 8.7, during the Exclusivity Period, the Target must not, and must ensure that its Representatives do not, directly or indirectly:

- (a) negotiate or enter into or participate in negotiations or discussions with any person;
or
- (b) communicate any intention to do any of these things,

Bid process deed

in relation to (or which may reasonably be expected to lead to) a Competing Proposal, even if that person's Competing Proposal was not directly or indirectly solicited, encouraged or initiated by the Target or any of its Representatives, or that person has publicly announced the Competing Proposal.

8.4 No due diligence

During the Exclusivity Period, except with the prior written consent of the Bidder, the Target must not, and must ensure that its Representatives do not, directly or indirectly:

- (a) subject to clause 8.7, solicit, invite, initiate, encourage, facilitate or permit, any person (other than the Bidder) to undertake due diligence investigations in respect of the Target, its related bodies corporate, or any of their businesses and operations, in connection with such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal; or
- (b) subject to clause 8.7, make available to any person (other than the Bidder) or permit any such person to receive any non-public information relating to the Target, its related bodies corporate, or any of their businesses and operations, in connection with such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal.

8.5 Notification of approaches

During the Exclusivity Period, the Target must promptly (and in any event within two Business Days) notify the Bidder in writing if the Target or any of its Representatives receives any approach, inquiry or proposal made by any person to initiate any discussions or negotiations that could reasonably be expected to lead to a Competing Proposal.

8.6 Target's response to Rival Acquirer and the Bidder's right to respond

- (a) The Target must procure that no Target Director publicly changes, withdraws or adversely modifies their Recommendation to publicly recommend a Competing Proposal, and must not enter into any agreement to implement a Competing Proposal, unless:
 - (i) the Target Directors have determined, acting in good faith and after consultation with the Target's financial adviser, that the Competing Proposal is, or is reasonably likely to be, a Superior Proposal;
 - (ii) the Target has provided written notice to the Bidder of the material terms of the Competing Proposal (including the identity of the person making the Competing Proposal); and
 - (iii) within five Business Days of receiving notice from the Target under clause 8.6(a)(ii), the Bidder does not make an offer in writing to the Target in respect of a variation of the Takeover Offer, or proposing any other form of transaction (**Bidder Counterproposal**) that the Target Directors determine, acting in good faith and after consultation with the Target's financial adviser,

Bid process deed

would result in an outcome for the Target Shareholders that is at least as favourable as under the Competing Proposal.

- (b) The Target agrees that each material modification of any Competing Proposal will constitute a new Competing Proposal for the purposes of the requirements under this clause 8.6 and the Target must comply with this clause 8.6 in respect of any new Competing Proposal.

8.7 Fiduciary exception

The restrictions in clause 8.3, clause 8.4, and the obligations in clause 8.5 and clause 8.6(a)(i) do not apply to the extent they restrict the Target or any Target Director from taking or not taking any action with respect to a Competing Proposal (in relation to which there has been no contravention of clause 8.1 or clause 8.2) if:

- (a) the Competing Proposal is bona fide and is made by or on behalf of a person that the Target Directors reasonably consider is of sufficient commercial standing to implement the Competing Proposal; and
- (b) the Target Directors have determined in good faith:
 - (i) after consultation with the Target's financial advisers that the Competing Proposal is or may reasonably be expected to lead to a Superior Proposal; and
 - (ii) after receiving advice from the Target's external legal adviser practising in the area of corporate law, that taking the action or refusing to take the action (as the case may be) with respect to the Competing Proposal would be likely to constitute a breach of the fiduciary or statutory obligations of the Target Directors.

9. NOTICES

9.1 Form of Notice

A notice or other communication to a party under this deed (**Notice**) must be:

- (a) in writing and in English;
- (b) signed by the sender or a person authorised to sign on behalf of the sender;
- (c) addressed to that party in accordance with the details shown in the table below (or any alternative details given in writing to the sending party):

Party	Address	Attention	Email
Kip McGrath Education Centres Limited ACN 003 415 889 (Target)	Suite 2.02, Level 2, 31 Market Street, Sydney NSW 2000	Damian Banks	Damian.Banks@kipmcgrath.com.au



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Crimson Consulting Australia Pty Ltd ACN 600 634 991 (Bidder)	c/- KHQ Lawyers, Level 4, 600 Bourke Street, Melbourne VIC 3000	Toby Norgate	tnorgate@khq.com.au
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9.2 How Notice given and received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below. However, if this means the Notice would be regarded as given and received outside the period between 9.00 am and 5.00 pm (addressee's time) on a Business Day (**Business Hours Period**), then the Notice will instead be regarded as given and received at the start of the following Business Hours Period.

10. GENERAL

10.1 Further action

Each party must at its own expense do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it and use its reasonable endeavours to procure that any third parties do the same.

10.2 Expenses

Except as otherwise provided in this deed, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this deed and the proposed, attempted or actual implementation of this deed and the Takeover Offer.

10.3 No waiver

No party may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with this deed unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.

10.4 Variation

An amendment or variation of any term of this deed must be in writing and signed by each party.

10.5 Counterparts

- (a) This deed may be executed and delivered in any number of counterparts. Each counterpart is an original, and is evidence of the intention of each party who has executed and delivered that counterpart to be bound by its terms. All counterparts taken together constitute one instrument.
- (b) Where this deed is executed in counterparts:

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- (i) despite anything else in this clause 10.5, no counterpart will be effective and binding until each other party to this deed has executed and delivered at least one counterpart; and
- (ii) the date on which the last counterpart is executed and delivered is the effective date of this deed.

10.6 Electronic execution

The parties acknowledge that this deed may be exchanged and executed entirely or partially by electronic means, and that an electronic representation of a signature (including a scanned copy of a signature first made on paper) will be conclusive evidence of a party's execution of this deed and intention to be bound by its terms.

10.7 Entire deed

This deed states all the express terms agreed by the parties about its subject matter. It supersedes all prior deeds, understandings, negotiations and discussions in respect of its subject matter.

10.8 No merger

On completion or termination of this deed, the rights and obligations of the parties set out in this deed will not merge and any provision that has not been fulfilled remains in force.

10.9 Governing law

- (a) This deed is governed by the law in force in the State of Victoria in the Commonwealth of Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in the State of Victoria in the Commonwealth of Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed.



Bid process deed

Signing Page

Executed as a deed.

Target

EXECUTED by **Kip McGrath Education Centres Limited (ACN 003 415 889)** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director or Secretary

Name of Director (please print)

Name of Director or Secretary (please print)

Bidder

EXECUTED by **Crimson Consulting Australia Pty Ltd (ACN 600 634 991)** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:
Jamie Beaton
F6BEADB874E44B5...
Signature of Director

DocuSigned by:
Harry Rillstone
36279F8B54E5492...
Signature of Director or Secretary

Jamie Beaton

Harry Rillstone

Name of Director (please print)

Name of Director or Secretary (please print)

For personal use only

Signing Page

Executed as a deed.

Target

EXECUTED by **Kip McGrath Education Centres Limited (ACN 003 415 889)** in accordance with section 127 of the *Corporations Act 2001* (Cth):



Signature of Director



Signature of Director or Secretary

Damian Banks

Name of Director (please print)

Lynne Elizabeth Anne Lewis

Name of Director or Secretary (please print)

Bidder

EXECUTED by **Crimson Consulting Australia Pty Ltd (ACN 600 634 991)** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director or Secretary

Name of Director (please print)

Name of Director or Secretary (please print)

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