

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Intergrated Research Limited (IR)

ACN/ARSN 003 588 449

1. Details of substantial holder

Name Stephen John Killelea

ACN/ARSN (if applicable) N/A

There was a change in the interests of the
substantial holder on 06/10/2015
The previous notice was given to the company on 22/11/2000
The previous notice was dated 22/11/2000

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	93,789,887	55.8%	89,834,951	52.9%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
06/10/2015	Stephen John Killelea	Sale of shares in IR by Steve Killelea in accordance with the Block Trade Agreement dated 6 October 2015, a copy of which is attached as Annexure A	A\$2.50 per ordinary IR share	5,000,000 ordinary shares	5,000,000

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Stephen John Killelea	Stephen John Killelea	Stephen John Killelea	Registered holder and beneficial owner	89,497,339 ordinary shares	89,497,339
Stephen John Killelea	Bipeta Pty Ltd	Bipeta Pty Ltd	Relevant interest under section 608(3) of the Corporations Act 2001 (Cth)	337,612 ordinary shares	337,612

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Stephen John Killelea	1 Calvert Parade, Newport, NSW, 2106

Signature

print name STEPHEN JOHN KILLELEA

capacity

sign here



date 7/10/2015

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure "A"

This is Annexure A of __11__ pages (including this page) to the Form 604 Notice of change of interests of substantial holder signed by me and dated:

Signature:  _____

Name: STEPHEN JOHN KILLELEA

Date: 7th October 2015

6 October 2015

The person specified in Schedule 1 (**Vendor**)

Dear Sir

Block Trade Agreement - Sale of Shares in Integrated Research Limited (Company)**1. Background**

- 1.1 Bell Potter Securities Limited (**Bell Potter**) is pleased to confirm its appointment by the Vendor to act as broker and manager (**Lead Manager**) to manage the sale of the fully paid ordinary shares in the Company held by the Vendor specified in Schedule 1 (**Sale Securities**) by procuring purchasers for such Sale Securities (**Sale**), and underwriting the Sale of the Sale Securities, on the terms and conditions set out in this letter (**Agreement**).
- 1.2 This Agreement is binding on Bell Potter and the Vendor.

2. Terms of the Sale

- 2.1 The Vendor agrees to sell the Sale Securities and exclusively appoints the Lead Manager to manage the Sale of the Sale Securities by procuring purchasers for the Sale Securities and nominate purchasers of the Sale Securities. Purchasers may include the Lead Manager's related bodies corporate (within the meaning of the term 'related body corporate' in sections 9 and 50 of the Corporations Act (**Related Bodies Corporate**)) and may be determined by the Lead Manager in its discretion.
- 2.2 The sale price for the Sale Securities will be the price per Sale Security as agreed by the Vendor and the Lead Manager (**Sale Price**). The relevant **Sale Proceeds** will be the Sale Price multiplied by the relevant number of Sale Securities for the Sale Securities that are sold to third parties and the Floor Price multiplied by the relevant number of Shortfall Securities (if any).
- 2.3 The Sale Securities will only be offered to:
- (a) in Australia, to persons to whom a disclosure document is not required to be provided under Part 6D.2 of the Corporations Act (which includes 'sophisticated investors' within the meaning of section 708(8) of the Corporations Act and 'professional investors' within the meaning of section 708(11) of the Corporations Act); and
 - (b) in other countries other than the United States, to persons to whom offer for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which the Vendor and/or Company are willing to comply), as determined by the Lead Manager.
- 2.4 Any person that purchases Sale Securities will be required to confirm, among other things:
- (a) its status as a person who meets the requirements of clause 2.3; and

- (b) its compliance with all relevant laws and regulations (including the takeover and inside trading provisions of the Corporations Act and the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* (**FATA**)).

3. Conduct of the Sale

- 3.1 The parties agree to conduct the Sale in accordance with the timetable in Schedule 3 of this Agreement (**Timetable**) (unless the parties consent in writing to a variation).
- 3.2 To facilitate the Sale of the Sale Securities:
 - (a) on the date of this Agreement, the Lead Manager and the Vendor will take all necessary steps to open an account in the name of the Vendor in accordance with the Lead Manager's usual practice; and
 - (b) the Vendor will do all such other things as necessary or reasonably required by the Lead Manager to enable the Lead Manager to sell the Sale Securities at the Sale Price.

4. Underwriting

- 4.1 Subject to the terms of this Agreement, including clause 10, the Lead Manager agrees to underwrite the Sale of the Sale Securities at the floor price of \$2.50 per share (**Floor Price**) and, if by midnight on the Sale Date, there remain any Sale Securities for which the Lead Manager has not received binding agreements to purchase (such remaining Sale Securities being the **Shortfall Securities**), then the Lead Manager must purchase or procure the purchase of such Shortfall Securities, and pay the Sale Proceeds for such Shortfall Securities to the Vendor on the Settlement Date.

5. Settlement

- 5.1 The Lead Manager must procure the purchase of, or purchase pursuant to clause 4, the Sale Securities on the Sale Date (as defined in the Timetable) by way of one or more special crossings in accordance with the ASX Settlement Operating Rules and ASX Operating Rules at the Sale Price, with settlement to follow on a T+3 basis in accordance with the ASX Settlement Operating Rules and ASX Settlement Rules (**Settlement Date**).
- 5.2 By 3:00 pm on the Settlement Date, the Lead Manager must pay or procure the payment to the Vendor of an amount equal to the Sale Proceeds for the Sale Securities sold for the Vendor less the fee payable to the Lead Manager pursuant to clause 6, by transfer to the Vendor's nominated account for value (in cleared funds) against delivery of the Sale Securities.
- 5.3 The Vendor agrees to instruct any custodian holding any of its Sale Securities to deliver such Sale Securities as directed by the Lead Manager.

6. Fees

- 6.1 In consideration of performing its obligations under this Agreement, the Lead Manager is entitled to receive such fee, as agreed between the Lead Manager and the Vendor.
- 6.2 The Vendor authorises the Lead Manager to deduct the fee from the Sale Proceeds.
- 6.3 All fees payable by the Vendor to the Lead Manager and all costs, charges, expenses, damages or losses or other Liabilities which the Lead Manager may have incurred or paid and for which the Vendor is liable to reimburse or indemnify to the Lead Manager, may be

deducted and set off by the Lead Manager from the Sale Proceeds and any other amounts payable by the Lead Manager or their Related Bodies Corporate to the Vendors under this Agreement to the extent permitted by any applicable law. The Lead Manager must promptly give written notice to the Vendor of any amounts set off by the Lead Manager pursuant to this clause 6.3.

7. Undertakings

7.1 The Vendor undertakes to:

- (a) not, prior to settlement on the Settlement Date commit, be involved in or acquiesce in any activity which breaches:
 - (i) the Corporations Act and any other applicable laws;
 - (ii) the constitution of the Company;
 - (iii) the ASX Listing Rules and ASX Operating Rules; and
 - (iv) any legally binding requirement of ASIC or the ASX; and
- (b) promptly notify the Lead Manager of any breach of any warranty or undertaking given by it under this Agreement;
- (c) in conjunction with the Company, issue a cleansing notice and comply with the requirements of section 708A of the Corporations Act (as modified by ASIC Class Order 08/25),

each of these undertakings being material terms of this Agreement.

8. Representations and warranties

8.1 The Vendor represents and warrants to the Lead Manager that at the date of this Agreement and at all times until and including the Settlement Date, each of the following statements is true and accurate and not misleading in any way:

- (a) **(body corporate)** if the Vendor is a body corporate, it is validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity and authority)** the Vendor has the full legal capacity, authority and power to enter into this Agreement and carry out the transactions contemplated by this agreement, including the sale of the Sale Securities, and no person has a conflicting right, whether contingent or otherwise, to purchase or be offered for purchase the Sale Securities, or any of them;
- (c) **(agreement effective)** this Agreement constitutes the Vendor's legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) **(no infringement of laws or agreement)** the execution, delivery and performance of this Agreement by the Vendor will not infringe any law or regulation (including the Corporations Act or ASX Listing Rules) and is not and will not result in any breach of the terms of, or constitute a default under, any instrument or agreement to which the Vendor is a party or by which it is bound under this Agreement;

- (e) **(ownership)** the Vendor is, and will be on the Settlement Date, the registered holder and sole legal owner of the number of Sale Securities specified in Schedule 1 and the beneficial owner of such Sale Securities;
- (f) **(no encumbrances)** the Vendor will transfer, under the terms of this Agreement, the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to the registration of the transferee in the register of shareholders of the Company;
- (g) **(ranking of Sale Securities)** the Sale Securities rank equally with all other fully paid ordinary shares in the Company for all dividends, distributions, rights and other benefits in accordance with the Company's constitution and may be offered for sale on the financial market operated by ASX without disclosure to investors under Chapter 6D or Part 7.9 of the Corporations Act;
- (h) **(quotation of Sale Securities)** the Sale Securities are quoted on the financial market operated by the ASX;
- (i) **(compliance with laws rules and regulations)** in relation to the Sale Securities and the Sale and the performance of its obligations under this Agreement, the Vendor has complied with all applicable obligations under the Corporations Act, FATA and all other applicable laws, rules and regulations;
- (j) **(continued compliance)** in relation to the Sale Securities and the Sale, the Vendor is subject to and will comply with the Company's constitution, the Corporations Act and the ASX Listing Rules;
- (k) **(information provided)** to the best of the Vendor's knowledge, the information provided by the Vendor to the Lead Manager, in relation to the Company, is true and correct in all material respects and not misleading or deceptive whether by omission or otherwise;
- (l) **(inside information)** the Vendor and/or its associates do not possess any "inside information" (as that term is defined in section 1042A of the Corporations Act) in relation to the Company or the Sale Securities (except information relating to the Sale of the Sale Securities) and the Sale of the Sale Securities will not result in a contravention by the Vendor and/or its associates of Division 3 of Part 7.10 of the Corporations Act;

8.2 The Vendor acknowledges that Bell Potter has entered into this Agreement in reliance on the representations, warranties and undertakings given by them in this Agreement. The representation and warranties in this clause 8 continue in full force and effect notwithstanding completion of the Sale of the Sale Securities and this Agreement.

8.3 The Vendor agrees to notify Bell Potter promptly of any change affecting any of the above representations and warranties.

8.4 The Vendor authorises the Lead Manager to notify potential purchasers of the Sale Securities that the Vendor has made the representations and warranties contained in clause 8.1 of this Agreement and also authorises the Lead Manager to disclose the identity of the Vendor to potential purchasers.

9. Indemnity

9.1 In this clause 9:

- (a) **Claims** means a demand, claim, action or proceeding brought against a person, however arising and whether present, unascertained, immediate, future or contingent;
 - (b) **Liabilities** means Claims, losses (including loss of profit or losses or costs incurred in preparation for, or involvement in connection with, any prosecution, investigation, enquiry or hearing by ASIC, ASX or any governmental authority or agency), damages, proceedings, liabilities, costs (including reasonable legal costs on a solicitor and own client basis and whether incurred by or awarded against the Indemnified Party) or expenses of any kind however arising, including penalties, fines and interest including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable; and
 - (c) **Indemnified Parties** means the Lead Manager and its Related Bodies Corporate and their respective directors, officers, employees and advisers (as the case may be).
- 9.2 Subject to clause 9.4, the Vendor severally agrees to indemnify and hold harmless on an after-tax basis, the Indemnified Parties from and against all Liabilities that any of the Indemnified Parties may sustain or incur in connection with the Sale or as the engagement of the Lead Manager under this Agreement, including (but not limited to) losses incurred directly or indirectly as a result of:
- (a) the Sale of their Sale Securities;
 - (b) any breach of a representation or warranty given by the Vendor in this Agreement;
 - (c) a claim brought by a purchaser of any Sale Securities or any other third party against an Indemnified Party in relation to the Sale of the Sale Securities;
 - (d) that Vendor failing to perform or observe any of its obligations under this Agreement or any other material obligation binding on it; or
 - (e) any non-compliance by the Vendor with any applicable law, regulation or rule, including the Corporations Act and the Listing Rules, in relation to the Sale.
- 9.3 Each of the paragraphs in clause 9.2 will be construed independently and no paragraph will be limited by any implication arising from any other paragraph.
- 9.4 Any approval or consent given by Bell Potter does not waive or in any way prejudice the right of the Indemnified Party to the indemnity under this Agreement and such right survives the expiry or termination of this Agreement.
- 9.5 The indemnity in this clause 9 is given to Bell Potter in its own right and on behalf of the Indemnified Parties, and may be enforced by an Indemnified Party directly or by Bell Potter on behalf of that Indemnified Party. The Vendor acknowledges that Bell Potter holds the benefits of the indemnity on trust for itself and the other Indemnified Parties.
- 9.6 It is not necessary for an Indemnified Party to incur expense or make payment before enforcing a right of indemnity under this Agreement.
- 9.7 The indemnity in this clause 9 does not extend to an Indemnified Party to the extent (but only to the extent) that the Liability is:
- (a) finally determined by a court of competent jurisdiction, where all appeals have been exhausted, to have resulted directly and solely from the fraud, wilful misconduct or gross negligence of the Indemnified Party;

- (b) a criminal penalty or fine which the Indemnified Party is required to pay for any contravention by it of the Corporations Act or any other applicable law; or
- (c) any amount in respect of which this indemnity would be illegal, void or unenforceable under any applicable law.

9.8 Notwithstanding anything else in this Agreement:

- (a) the Vendor or Indemnified Party is liable for any indirect or consequential loss or damage suffered or incurred by any other party, irrespective of whether any Claim for damages is made in negligence, for breach of contract or statute or otherwise; and
- (b) under no circumstances will an Indemnified Party be required to contribute to any losses in an aggregate amount that exceeds the fees paid or payable to Bell Potter in respect of the Sale.

9.9 Notwithstanding anything else in this Agreement, no Claim may be made by the Vendor against any director, officer, employee, adviser or agent of the Lead Manager or of any Related Body Corporate of the Lead Manager (**Released Parties**), and the Vendor unconditionally and irrevocably releases and discharges each Released Party from any Claim that may be made by it to recover from any Released Party any Liability incurred or sustained by the Vendor arising directly or indirectly as a result of the participation of that Released Party in connection with the Sale.

9.10 The provisions of this clause 9 are in addition to any rights that an Indemnified Party may have at common law or otherwise.

10. Termination

10.1 If any of the following events occurs during the period from execution of this Agreement and ending at the time the last special crossing of Sale Securities is made (**Sale Period**), the Lead Manager may terminate its obligations under this Agreement without cost or liability to itself at any time before the expiry of the Sale Period by giving written notice to the Vendor;

- (a) **ASX actions.** ASX does any of the following:
 - (i) announces or makes a statement to any person that the Company will be removed from the official list of ASX or securities in the same class as the Sale Securities will be suspended from quotation;
 - (ii) removes the Company from the official list of ASX; or
 - (iii) suspends the trading of Sale Securities for any period of time, other than any trading halt or suspension made in accordance with the Timetable or otherwise with the agreement of the Lead Manager.
- (b) **ASIC actions:** ASIC issues or threatens to issue proceedings in relation to the Sale or commences or threatens to commence any enquiry or investigation in relation to the Sale.

10.2 For the avoidance of doubt, provisions of this Agreement that are capable of having effect after termination (including those relating to the indemnification of Indemnified Parties) will survive termination of this Agreement and any rights accrued by a party prior to the date of termination will continue notwithstanding termination of this Agreement.

11. Conflict of interest

- 11.1 Bell Potter and its Related Bodies Corporate may be acting or may act in the future, and the Company specifically consents to Bell Potter and its Related Bodies Corporate so acting, on behalf of other clients in ways which may conflict with the interests of the Vendor or the Company.
- 11.2 The Vendor acknowledges that Bell Potter does not owe any duty to disclose to the Vendor or utilise for the benefit of the Vendor any information acquired in the course of providing services to any other person, engaging in any other transaction or otherwise carrying on its business or any obligation to refrain from undertaking any other transaction or otherwise carrying on any aspect of its business.
- 11.3 Accordingly, any opinions given by Bell Potter in providing services under this Agreement are given to the extent of the knowledge of those of Bell Potter's officers and employees directly engaged in acting in relation to the Sale which has been acquired in the course of acting in relation to the Sale.
- 11.4 Notwithstanding clauses 11.2 and 11.3, as is customary, Bell Potter and its Related Bodies Corporate maintain appropriate rules, protocols and safeguards in regard to information management (typically called 'Chinese Walls') which are designed to preserve and protect the confidentiality of information relating to the Vendor, the Company, this Agreement and other client information contemplated above.

12. Miscellaneous

- 12.1 This Agreement is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.
- 12.2 This Agreement may only be altered by a further agreement in writing signed by the Vendor and Bell Potter.
- 12.3 The Vendor agrees to pay its own costs of negotiating, executing and performing this Agreement.
- 12.4 This Agreement does not create a relationship of employment, trust, agency or partnership between the parties.
- 12.5 This Agreement, together with the Broker Engagement Letter between the Lead Manager and the Vendor, constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 12.6 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.
- 12.7 This Agreement may be executed in counterparts. All executed counterparts constitute one document.

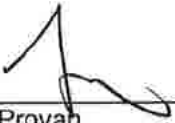
13. Acceptance

- 13.1 Please confirm your acceptance of this Agreement by signing the Agreement, where indicated in Schedule 2, and returning the enclosed duplicate copy of the Agreement to Bell Potter on return email nkeevers@bellpotter.com.au.

13.2 Once signed, this Agreement will constitute a binding agreement between the Vendor and Bell Potter.

Yours sincerely

Bell Potter Securities Limited



Alastair Provan
Managing Director
Bell Financial Group Limited



James Unger
Head of Corporate Finance
Bell Potter Securities Limited

BELL POTTER

Schedule 1

Details of Vendor and Sale Securities

Vendor name and address	Number of Sale Securities	SRN/HIN	Registered holder (if different from Vendor)	Beneficial owner (if different from Vendor)
Stephen John KILLELEA 3 Calvert Parade, NEWPORT NSW 2016	5,000,000		Stephen John KILLELEA	Stephen John KILLELEA

BELL POTTER

Schedule 2

Execution by the Vendor

accepts and executes this Agreement

Steve Killelea
in the presence of:



Signature of witness



Signature of Steve Killelea

Stephen Mensie

Name of witness (please print)

Schedule 3 - Timetable

Event

Date

Opening Date and Sale Date

Tuesday, 6 October 2015

Settlement Date

Friday, 9 October 2015

All dates and times are references to Sydney dates and times.