

NOTICE OF FILING AND HEARING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 13/10/2017 4:17:54 PM AEDT and has been accepted for filing under the Court's Rules. Filing and hearing details follow and important additional information about these are set out below.

Filing and Hearing Details

Document Lodged:	Originating Application Starting a Representative Proceeding under Part IVA Federal Court of Australia Act 1976 - Form 19 - Rule 9.32
File Number:	VID213/2017
File Title:	PETER ANTHONY BASIL v BELLAMY'S AUSTRALIA LIMITED
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA
Reason for Listing:	To Be Advised
Time and date for hearing:	To Be Advised
Place:	Please check Daily Court List for details



Dated: 13/10/2017 4:40:01 PM AEDT

A handwritten signature in blue ink, appearing to read 'Warwick Soden'.

Registrar

Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The Reason for Listing shown above is descriptive and does not limit the issues that might be dealt with, or the orders that might be made, at the hearing.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.

Form 19
Rule 9.32



**Amended Originating application starting a representative proceeding
under Part IVA of the Federal Court of Australia Act 1976**

Amended on 13 October 2017 pursuant to orders made on 13 September 2017 and 11 October 2017

No. VID 213 of 2017

Federal Court of Australia
District Registry: Victoria
Division: General

Peter Anthony Basil

Applicant

Bellamy's Australia Limited (ACN 124 272 108)

Respondent

To the Respondent

The Applicant applies for the relief set out in this amended application.

The Court will hear this amended application, or make orders for the conduct of the proceeding, at the time and place stated below. If you or your lawyer do not attend, then the Court may make orders in your absence.

You must file a notice of address for service (Form 10) in the Registry before attending Court or taking any other steps in the proceeding.

Time and date for hearing:

Place: Federal Court of Australia
305 William Street
Melbourne VIC 3000

Date:

Signed by an officer acting with the authority
of the District Registrar

Filed on behalf of	Peter Anthony Basil (Applicant)
Prepared by	Ben Slade
Law firm	Maurice Blackburn Pty Ltd
Tel	(02) 9261 1488
Email	bslade@mauriceblackburn.com.au
Address for service	c/- Maurice Blackburn Pty Ltd, Level 32, 201 Elizabeth Street, Sydney NSW 2000

[Form approved 01/08/2011]



Details of claim

Terms defined in the Amended Statement of Claim carry the same meaning when used in this Amended Originating Application.

On the grounds stated in the accompanying Amended Statement of Claim, the Applicant claims on his own behalf and on behalf of Group Members:

1. a declaration that the Respondent contravened ASX Listing Rule 3.1 and section 674(2) of the Corporations Act by reason of the matters pleaded in each of paragraphs ~~90-84~~, ~~96-110~~ and ~~402-130~~ of the Amended Statement of Claim.
2. an order pursuant to section 1317HA(1) of the Corporations Act that the Respondent pay compensation to the Applicant and Group Members for damage caused by its contravention of section 674(2) of the Corporations Act referred to in paragraph 1 above.
3. a declaration that the Respondent contravened section 1041H(1) of the Corporations Act, section 12DA(1) of the ASIC Act and/or section 18 of the ACL by reason of the matters pleaded in each of paragraphs ~~63~~, ~~76~~, ~~102~~ ~~409~~, ~~442-122~~ and ~~145~~ ~~424~~ of the Amended Statement of Claim.
4. a declaration that each of the contraventions that form the Contravening Conduct as defined in paragraphs ~~148~~ ~~413~~ and ~~422~~ of the Amended Statement of Claim were continuing contraventions that continued until such time as the undisclosed information was disclosed to the ~~market~~ Affected Market.
5. an order pursuant to:
 - (a) section 1041I of the Corporations Act that the Respondent pays compensation to the Applicant and Group Members for damage caused by the conduct of the Respondent in contravention of section 1041H of the Corporations Act referred to in paragraph 3 above;
 - (b) section 12GF of the ASIC Act that the Respondent pays compensation to the Applicant and Group Members for damage caused by the conduct of the Respondent in contravention of section 12DA(1) of the ASIC Act referred to in paragraph 3 above;
 - (c) section 236 of the ACL that the Respondent pays compensation to the Applicant and Group Members for damage caused by the conduct of the Respondent in contravention of section 18 of the ACL referred to in paragraph 3 above;
6. interest;
7. costs; and



8. such further or other relief as the Court thinks fit.

Questions common to claims of group members

The questions of law or fact common to the claims of the Group Members are:

9. when the Respondent became aware (within the meaning of Listing Rule 19.12) of the:
 - (a) May ~~Earnings Risk~~ 2016 Information;
 - (b) August ~~Earnings Risk~~ 2016 Information; and/or
 - (c) October ~~Earnings Risk~~ 2016 Information.
10. whether the information in 9(a) - (c) above was information:
 - (a) that a reasonable person would expect to have a material effect on the price or value of Bellamy's Securities ~~BAL Shares~~ within the meaning of ASX Listing Rule 3.1 and section 674(2)(c)(ii) of the Corporations Act; and
 - (b) that was not generally available within the meaning of section 676 of the Corporations Act.
11. whether the Respondent made the April 2016 Representations, the May 2016 Representations, the August 2016 Representations, the October 2016 Representations, and/or the December 2016 Representations.
12. whether the making of the April 2016 Representations, the May 2016 Representations, the August 2016 Representations, the October 2016 Compliance Representations and/or the December 2016 Representations was conduct engaged in by the Respondent:
 - (a) in relation to financial products (being Bellamy's Securities ~~BAL Shares~~), within the meaning of subsections 1041H(1) and 1041H(2)(b) of the Corporations Act;
 - (b) in trade or commerce, in relation to financial services within the meaning of section 12DA(1) of the ASIC Act;
 - (c) in trade or commerce, within the meaning of section 2 of the ACL.
13. whether the making and/or maintaining of the April 2016 Representations, the May 2016 Representations, the August 2016 Representations, the October 2016 Compliance Representations and/or the December 2016 Representations by the Respondent constituted misleading or deceptive conduct, or conduct which was likely to mislead or deceive, in contravention of section 1041H of the Corporations Act and/or section 12DA of the ASIC Act and/or section 18 of the ACL.



14. whether the ~~continuing~~ contraventions that form the Contravening Conduct as defined in paragraphs 148 143 and 122 of the Amended Statement of Claim continued from and after the date they commenced during the period from 14 April 2016 to immediately prior to the commencement of a trading halt in Bellamy's Securities on 12 December 2016 (inclusive) (the Relevant Period).
15. whether the Respondent contravened section 674 of the Corporations Act in relation to the matters referred to in paragraphs 84 90, 110 96, and 130 102 of the Amended Statement of Claim.
16. whether the Respondent contravened section 1041H of the Corporations Act or section 12DA(1) of the ASIC Act or section 18 of the ACL by reason of the matters pleaded in paragraphs 63, 76, 102 109, 122 112 and 145 124 of the Amended Statement of Claim.
17. whether the alleged Contravening Conduct ~~Market Contraventions~~ had the effect that the price of acquisition for Bellamy's Securities ~~BAL Shares~~ was greater than their true value and/or the market price that would have prevailed but for the Contravening Conduct ~~Market Contraventions~~ and if so:
 - (a) whether statutory compensation is recoverable by the Applicant and some or all of the Group Members;
 - (b) the correct measure of the statutory compensation for which the Respondent may be liable to the Applicant and some or all of the Group Members; and
 - (c) whether any, and if so what, relief other than monetary relief should be granted in favour of the Applicant and some or all of the Group Members.

Claim for interlocutory relief

18. ~~The Applicant also claims interlocutory relief at such date to be fixed by the Court, for the following orders to be made:~~
 - (a) ~~Pursuant to sections 23 and 33ZF of the *Federal Court of Australia Act 1976* (Cth) (**FCAA**) and rule 1.32 of the *Federal Court Rules 2011* (Cth) (or any of them), subject to further order, upon the provision of an undertaking by each of Investor Claim Partner Pty Ltd and ICP Capital Pty Ltd (together "ICP"), the Applicant and Maurice Blackburn to each other and to the Court that they will comply with their obligations under the Funding Terms (being those in Annexure A),, order that upon Resolution (as defined in the Funding Terms) the Applicant and Group Members shall pay from any Claim Proceeds (as defined in the Funding Terms), the amounts referred to in sub-clauses 6(a) to (c) of the Funding Terms, prior to any distribution to Group Members, in accordance with the Funding Terms (**Common Fund Order**);~~



- ~~(b) — The proceedings be listed at such date to be fixed by the Court for:~~
- ~~(i) approval of the form of a notice pursuant to sections 33X(5) and 33Y(2) of the FCAA, notifying Group Members of the Applicant's intention to apply for the Common Fund Order and of their right to be heard in relation to whether that order ought be made;~~
 - ~~(ii) the making of orders pursuant to section 33Y(3)(d) of the FCAA, directing the Respondent to produce to the Court, and to the Applicant, the identity and contact details of all Group Members, derived from the information contained in the Respondent's share register (maintained by Link Market Services Limited of Level 1, 333 Collins St, Melbourne VIC 3000); and~~
 - ~~(iii) the making of orders pursuant to sections 33Y(3) and 33ZF of the FCAA specifying the manner in which the notice referred to in Order 18(b)(i) above is to be given, and making ancillary orders facilitating the distribution of that notice.~~

Representative action

The Applicant brings this application as a representative party under Part IVA of the *Federal Court of Australia Act 1976* (Cth).

4918. The group members to whom this proceeding relates are persons who:

- (a) acquired an interest in fully paid ordinary shares in Bellamy's Australia Limited (**Bellamy's**) during the Relevant Period;
- (b) suffered loss or damage by reason of the conduct of Bellamy's pleaded in the Amended Statement of Claim;
- (c) as at 13 September 2017, have signed a funding agreement with ICP Capital Pty Ltd and Investor Claim Partner Pty Ltd; and
- ~~(d) — were not during any part of the Relevant Period, and are not as at the date of this Statement of Claim, any of the following:~~
 - ~~(i) a related party (as defined by s 228 of the Corporations Act) of Bellamy's;~~
 - ~~(ii) a related body corporate (as defined by s 50 of the Corporations Act) of Bellamy's;~~
 - ~~(iii) an associated entity (as defined by s 50AAA of the Corporations Act) of Bellamy's;~~
 - ~~(iv) an officer or a close associate (as defined by s 9 of the Corporations Act) of Bellamy's;~~



~~(v) a judge or the Chief Justice of the Federal Court of Australia or a Justice of the High Court of Australia; and~~

~~(e)(d)~~ are not McKay Super Solutions Pty Limited (ACN 110 853 024) (as trustee for the McKay Super Solutions Fund) or any person who, as at 13 September 2017 the date of this ~~Statement of Claim~~ has in respect of claims against Bellamy's:

- (i) signed a funding agreement with IMF Bentham Limited (and with no other funder); or
- (ii) signed a retainer with Slater & Gordon Limited (and with no other solicitor)

(Group Members).

Applicant's address

The Applicant's address for service is:

Place: Maurice Blackburn Pty Limited

Level 32, 201 Elizabeth Street

SYDNEY NSW 2000

Email: bslade@mauriceblackburn.com.au

The Applicant's address is: 31 Cramer St
Preston VIC 3072

Service on the Respondent

It is intended to serve this amended application on the Respondent.

Date: ~~7 March 2017~~ 13 October 2017

A handwritten signature in black ink that reads 'Ben Slade'.

Signed by Ben Slade
Lawyer for the Applicant



Annexure A

Funding Terms

Definitions

1. ~~The following definitions apply in these Funding Terms:~~

- ~~(a) “**Adverse Costs Order**” means any costs order made in favour of the Respondent against the Applicant and/or ICP and/or ICP Capital Pty Ltd in the Proceeding in respect of costs of the Respondent incurred during the Funding Term;~~
- ~~(b) “**Applicant**” means Peter Anthony Basil, and any other person who is a lead applicant or representative party in the Proceeding;~~
- ~~(c) “**BAL**” means Bellamy’s Australia Limited (ACN 124 272 108);~~
- ~~(d) “**BAL Share**” means an ordinary fully-paid share issued by BAL;~~
- ~~(e) “**Claims**” means the claim or claims the Applicant and the Group Members have or may have against the Respondent arising out of, or connected with, an alleged failure to immediately publicly disclose information relevant to the price or value of BAL Shares and/or misleading or deceptive conduct in relation to BAL Shares in the period 14 April 2016 to 9 December 2016 (inclusive) or such other period as the Lawyers advise and the Funder accepts;~~
- ~~(f) “**Claim Proceeds**” means the sum of money, or the value of any goods or services, which is attributable to the resolution, settlement, judgment and/or enforcement of the Claims and any interest (including interest earned on trust money), and any monies recovered by virtue of a Costs Order or any agreement in respect of costs in relation to the Claims. The Claim Proceeds refers to the gross value of these sums and is not net of any costs or expenses of conducting the Claims;~~
- ~~(g) “**Common Benefit Work**” means Legal Work for the common benefit of Group Members, or a sub-group of Group Members;~~
- ~~(h) “**Costs Order**” means an order made by a court requiring one or more parties to the Proceeding to pay the costs incurred by another party or parties to the Proceeding;~~
- ~~(i) “**Disbursement**” means any expense the Lawyers incur whether as principal or as agent on the Group Members’ behalf in relation to the Legal Work, including~~



~~(without limitation) barristers and other experts' fees, searching fees, lodging fees, travel expenses, courier fees and photocopying fees;~~

- (j) — **“Funding Agreement Commission”** means the sum of the following:
- (A) — 3% of any Claim Proceeds; and
 - (B) — in respect of:
 - (I) — any Claim Proceeds received after the Proceedings in respect of the Claims are filed in Court by the Applicant and before the expiry of 6 months after filing — 10% of the Claim Proceeds;
 - (II) — any Claim Proceeds received after 6 months from the date Proceedings in respect of the Claims are filed in Court by the Applicant and before 28 days before the trial at first instance — the greater of 15% of the Claim Proceeds or three times the Group Member's share of the Project Costs;
 - (III) — any Claim Proceeds received on or after 28 days before the trial starts, the greater of 22% of the Claim Proceeds or three times the Group Member's share of the Project Costs; and
 - (C) — GST,
- subject to those amounts not exceeding:
- (I) — 50% of the Claim Proceeds less the Project Costs; or
 - (II) — the percentage fee proposed to be charged by any other funder that funds a filed claim against the Respondent similar to the Claims;
- (k) — **“Funding Agreements”** means the funding agreement, titled “ICP Agreement” between the Funder and the Applicant signed by the Applicant on 24 February 2017 and any funding agreements between the Funder and other Group Members in relation to the Claims;
- (l) — **“Funding Period”** means the period commencing on the date orders are made pursuant to the Interlocutory Application filed on 7 March 2017 and ending on the date of the judgment in respect of any settlement approval application or judgment in the initial trial of the Applicant's claim and the common issues, which ever is first to occur;
- (m) — **“Gross Recovery”** means the gross amount payable by way of Settlement or judgment in respect of the Claims, excluding any costs;



- (n) ~~“Group Members” means all persons who are identified as group members in the Proceedings, and who do not opt out of the Proceedings by the time specified by the Court for doing so;~~
- (o) ~~“GST” means goods and services tax;~~
- (p) ~~“Individual Legal Work” means Legal Work in connection with the specific Claims of a specific Group Member, not including Common Benefit Work;~~
- (q) ~~“Insurer” means any insurer providing the Applicant with any Adverse Costs Order insurance in respect of the Claims;~~
- (r) ~~“Lawyers” means the lawyers, Maurice Blackburn Pty Ltd (ACN 105 657 949), or any firm of lawyers appointed in their place by the Applicant after consultation with the Funder;~~
- (s) ~~“Legal Work” means such advice and legal services to the Group Members or for the Group Members’ benefit, including the Common Benefit Work and any Individual Legal Work, as the Lawyers may consider reasonably necessary to: (a) investigate the Claims; (b) prosecute the Claims; (c) negotiate a Settlement of the Claims; and (d) negotiate to secure and maintain funding on behalf of the Group Members in relation to the Claims;~~
- (t) ~~“Proceeding” means the representative proceeding, Peter Anthony Basil v BAL filed on 7 March 2017 in the Victorian Registry of the Federal Court of Australia;~~
- (u) ~~“Project Costs” means the costs referred to in paragraph 2;~~
- (v) ~~“Resolution” means when all or any part of the Claim Proceeds is received and, where the Claim Proceeds is received in parts, a “Resolution” occurs each time a part is received;~~
- (w) ~~“Respondent” means BAL and any other parties named as defendants or respondents in the Proceedings;~~
- (x) ~~“Retainer Agreements” means the retainer and costs agreement between the Lawyers and the Applicant signed by the Applicant on 24 February 2017 and any retainer and costs agreements between the Lawyers and other Group Members in relation to the Claims; and~~
- (y) ~~“Settlement” means any settlement, compromise, discontinuance or waiver of the Claims or part of the Claims and “settles” shall be construed accordingly.~~

Obligations of the Funder

2. The Funder must:



- (a) ~~pay to the Lawyers all reasonable Disbursements upon receipt of each bill from the Lawyers, including any amounts in relation to GST payable by the Lawyers, in so far as the Disbursements were incurred either before or during the Funding Period;~~
- (b) ~~pay to the Lawyers 70% of the Lawyers' reasonable professional fees upon receipt of each bill from the Lawyers, including any amounts in relation to GST payable by the Lawyers, in so far as the professional fees were incurred either before or during the Funding Period;~~
- (c) ~~upon Resolution, pay to the Lawyers any unpaid portion of the Lawyers' reasonable professional fees and an additional amount equal to 25% of the unpaid portion of any reasonable professional fees, including any amounts in relation to GST payable by the Lawyers, in so far as the professional fees were incurred either before or during the Funding Period;~~
- (d) ~~pay the costs of any insurance covering Adverse Costs Order;~~
- (e) ~~pay any Costs Order which the Court makes in the Proceedings against the Applicant or other Group Member in favour of the Respondent, in so far as those costs were incurred either before or during the Funding Period; and~~
- (f) ~~provide any security for costs in the Proceedings, in the form that the Court orders, or in the absence of any order, in such other form as the Funder determines and the Respondent accepts, relating to costs incurred during the Funding Period.~~

Receipt and Application of Claim Proceeds

- 3. ~~Any Claim Proceeds will be received by the Lawyers and paid immediately into an account kept for that purpose.~~
- 4. ~~If the Applicant or any Group Member obtains any Settlement or obtains any judgment in respect of the Claims, it will:~~
 - (a) ~~treat any money, other asset or benefit received from the Respondent in connection with the Settlement or judgment as the Claim Proceeds; and~~
 - (b) ~~cause the money, or an amount being the reasonable market value of the asset or benefit, to be delivered to the Lawyers to be dealt with as part of the Claim Proceeds.~~
- 5. ~~Subject to any Court order, the Lawyers will pay to the Funder out of the account referred to in paragraph 3 above all payments referred to in paragraph 6 below, with the balance to be distributed to the Group Members on a pro rata basis by reference to the Gross Recovery of all Group Members in accordance with any distribution scheme approved by the Court.~~



Costs and Commission

6. Upon Resolution, the Funder or its nominee shall be paid the following amounts from the Claim Proceeds, prior to any distributions to Group Members:
- (a) an amount equal to the total monies paid by the Funder pursuant to paragraph 2 above;
 - (b) an amount, as consideration for the funding of the Proceedings, expressed as a percentage of the Claim Proceeds as approved by the Court (being a percentage not higher than the Funding Agreement Commission); and
 - (c) an additional amount, on account of GST, being the amount obtained by multiplying the prevailing rate of GST (currently 10%) by an amount equal to the consideration to be received by the Funder for any taxable supply made to the Applicant by the Funder under or in connection with these Funding Terms.
7. The amounts referred to in paragraph 6 above will not become due or owing by the Group Members to the Funder unless and until Resolution, and then will not exceed fifty percent of the Claim Proceeds after deduction of the amounts referred to in paragraph 6(a) above. In the event that the total of the amounts referred to in paragraph 6 above exceeds the Claim Proceeds, the total amount which the Funder is entitled to be paid shall be reduced so as to equal the Claim Proceeds.

Relationship Between the Applicant, Lawyers and Funder

8. The Lawyers' professional duties are owed to the Applicant and not to the Funder.
9. Subject to paragraphs 10 and 11:
- (a) the Applicant will give the Lawyers day-to-day instructions in respect of issues personal to his particular claim that do not relate to Common Benefit Work;
 - (b) ICP will give the Lawyers day-to-day instructions in respect of Common Benefit Work and all other matters concerning the Claims (apart from the matters the subject of sub-paragraph (a));
10. The Applicant has the right at any time to give instructions in relation to Common Benefit Work and all other matters concerning the Claims which override any instructions given by ICP.
11. Subject to paragraph 14 below, if the Lawyers notify ICP and the Applicant that the Lawyers consider any instructions given by ICP are not in the interests of the Applicant and Group Members, the Lawyers may seek instructions from the Applicant whose instructions will override those that may be given by ICP.

12. The Lawyers will:



- (a) — provide the Funder with confidential updates of the progress of the Proceeding;
- (b) — consult with the Funder with regard to any significant issue in the Proceeding;
- (c) — properly consider the Funder's views as to the conduct of the Proceeding; and
- (d) — promptly respond to any reasonable request by the Funder for information relating to the Proceeding.

Confidentiality

13. — The Funder shall strictly maintain the confidentiality of any information provided to the Funder by the Applicant or the Lawyers for a purpose connected to the Proceeding, and shall adopt proper and effective procedures for maintaining the confidentiality and safe custody of the information.

Settlement

14. — If there is a disagreement between the Funder and the Applicant as to the appropriate terms for settlement of the Proceeding:
- (a) — the Lawyers will brief Senior Counsel to provide an advice as to whether the proposed settlement is reasonable having regard to all the circumstances;
 - (b) — a representative of the Funder may attend any conference with Senior Counsel at which the issue is to be discussed;
 - (c) — the legal costs of obtaining the advice shall be met by the Funder as part of the reasonable costs of the Proceeding; and
 - (d) — the advice of Senior Counsel will be final and binding on both the Applicant and the Funder.
15. — Under paragraph 14 above, in determining whether a proposed settlement is reasonable having regard to all the circumstances, Senior Counsel may proceed as he or she sees fit to inform himself or herself before forming and delivering his or her advice, but any such determination shall include the following considerations:
- (a) — the strengths and weaknesses of the claims of all Group Members;
 - (b) — the quantum of the claims of all Group Members and any difficulties which might exist in proving that quantum;
 - (c) — the recoverability of a judgment sum from the Respondent;
 - (d) — the extent to which further legal costs incurred in the Proceedings are likely to be recoverable from the Respondent;



- (e) ~~the risk of the Funder being ordered to pay adverse costs and the quantum of such costs. Counsel will have regard to this factor as though all Group Members carried such risk rather than the Funder;~~
- (f) ~~the matters set out in paragraph [248.95] of the Australian Securities and Investments Commission's *Regulatory Guide 248: Litigation schemes and proof of debt schemes: Managing conflicts of interest* (April 2013); and~~
- (g) ~~any other matter Senior Counsel considers relevant.~~

Termination

- 16. ~~The funding arrangements under these Funding Terms may only be terminated by order of the Court, granted on application made by the Applicant, the Funder or a Group Member, upon notice given to the Applicant, the Funder and such other persons as ordered by the Court.~~
- 17. ~~If an application is made by the Funder under paragraph 16 above, and the Court grants that application, then (subject to any contrary order of the Court):~~
 - (a) ~~the Funder will not be entitled to receive any payment from any Claim Proceeds pursuant to paragraph 6(b) above;~~
 - (b) ~~the Funder will continue to be entitled to receive payment from any Claim Proceeds pursuant to paragraphs 6(a) and 6(c) above;~~
 - (c) ~~all obligations of the Funder under these Funding Terms will cease on the date the Funder's termination becomes effective, save for the following obligations accrued to the date of termination:~~
 - (i) ~~payment of any outstanding costs pursuant to paragraph 2 above incurred up to the date of termination;~~
 - (ii) ~~indemnification of the Group Members for any costs and Disbursements reasonably incurred and payable to the Lawyers up to the date of termination; and~~
 - (iii) ~~payment of any quantified Costs Order against any Group Members in the Proceeding in respect of costs which arise in, or are attributed to, the period ending on the date the Funder's termination becomes effective.~~
- 18. ~~If an application is made by the Applicant or a Group Member under paragraph 16 above, and the Court grants that application, then (subject to any contrary order of the Court):~~
 - (a) ~~the Funder will continue to be entitled to receive payment from any Claim Proceeds pursuant to paragraph 6 above;~~



- ~~(b) — all obligations of the Funder under these Funding Terms will cease on the date the Funder's termination becomes effective, save for the following obligations accrued to the date of termination:~~
- ~~(i) — payment of any outstanding costs pursuant to paragraph 2 above incurred up to the date of termination;~~
 - ~~(ii) — indemnification of the Group Members for any costs and Disbursements reasonably incurred and payable to the Lawyers up to the date of termination; and~~
 - ~~(iii) — payment of any quantified Costs Order against any Group Members in the Proceedings in respect of costs which arise in, or are attributed to, the period ending on the date the Funder's termination becomes effective.~~

~~**Funding Agreements and Retainer Agreements**~~

- ~~19. — These Funding Terms prevail over any inconsistent provision in the Funding Agreements.~~
- ~~20. — These Funding Terms prevail over the terms of the Retainer Agreements to the extent of any inconsistency.~~