

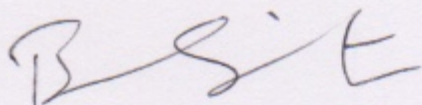
Date: 20 April 2021

To: Company Announcements Office
Company: Australian Stock Exchange
Fax Number: +61 2 9347 0005

From Ben Smith
Contact Number: +61 2 7906 2701
Pages (incl. cover): 16

FORM 603 – NOTICE OF INITIAL SUBSTANTIAL HOLDER

We attach an initial substantial shareholder notice with regards to our interest in shares in Mainstream Group Holdings Ltd (MAI).



Ben Smith

Director

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Mainstream Group Holdings Limited
 ACN/ARSN 112 252 114

1. Details of substantial holder (1)

Name Adastra Corporate Advisory Pty Ltd ("Adastra")
 ACN/ARSN (if applicable) 647 907 337

The holder became a substantial holder on 16/04/21

2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	13,808,805	13,808,805	9.99% (based on 138,089,440 total ordinary shares on issue)

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Adastra	Adastra has a relevant interest under sections 608(1)(c) and 608(8) of the Corporations Act pursuant to the Purchase Agreement dated 16 April 2021 between Vistra Group Holdings (BVI) Limited, Vistra Holdings (Australia) Pty Ltd (ACN 618 080 514) and Adastra, attached as Annexure A.	13,808,805 fully paid ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Adastra	Byram Johnston and Johnston Bros Pty Ltd ACN 000 156 589	Byram Johnston, Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the Mainstream Investment Trust, and Johnston Bros Pty Ltd ACN 000 156 589 as trustee for the National Investment Trust	4,879,251 fully paid ordinary shares
Adastra	Sodor Holdings Pty Ltd ACN 118 012 712 and Martin Smith	Sodor Holdings Pty Ltd ACN 118 012 712 as trustee for the Sodor Investment	5,470,388 fully paid ordinary shares

		Trust, and Martin Smith	
Adastra	John Plummer	John Plummer	3,459,166 fully paid ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Adastra	16/04/21	\$27,065,258 (\$1.96 per ordinary share) by issuing promissory note as specified in the Purchase Agreement dated 16 April 2021 between Vistra Group Holdings (BVI) Limited, Vistra Holdings (Australia) Pty Ltd (ACN 618 080 514) and Adastra, attached as Annexure.		13,808,805 fully paid shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

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

7. Addresses

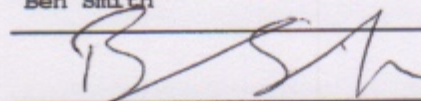
The addresses of persons named in this form are as follows:

Name	Address
Adastra	Level 13, 23 Hunter St Sydney, NSW 2000

Signature

print name **Ben Smith** capacity **Chairman - Adastra**

sign here



date **20/04/21**

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 7 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

-
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.
- (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) 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 of 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.
-



Purchase Agreement

—
Vistra Group Holdings (BVI) Limited (**Seller**)
Vistra Holdings (Australia) Pty Ltd (**Vistra**)
Adastra Corporate Advisory Pty Ltd (**Purchaser**)
—

Details

Date 16 April 2021

Parties

Name **Vistra Group Holdings (BVI) Limited**

Short form name **Seller**

Notice details Vistra Corporate Services Centre, Wickhams Cay II
Road Town, Tortola, VG1110, British Virgin Islands

Name **Vistra Holdings (Australia) Pty Ltd**

ACN 618 080 514

Short form name **Vistra**

Notice details Level 9, 146 Arthur Street,
North Sydney, New South Wales, 2060

Name **Adastra Corporate Advisory Pty Ltd**

ACN 647 907 337

Short form name **Purchaser**

Notice details Level 13, 23 Hunter St
Sydney, NSW 2000

Background

- A The Seller is the registered holder and beneficial owner of the Sale Shares.
- B The Seller has agreed to sell and the Purchaser has agreed to buy the Sale Shares on the terms and conditions set out in this agreement.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

ASX means ASX Limited.

Business Day means:

- (a) for receiving a Notice under clause 5, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the Notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales, Australia.

Business Hours means from 9.00am to 5.00pm on a Business Day.

Completion means completion of the sale and purchase of the Sale Shares as contemplated by this agreement.

Completion Date means 1 Business Day after the Seller becomes the registered legal holder of the Sale Shares, or such other date agreed between the parties.

Condition Subsequent Date means the date notified by the Seller to the Purchaser.

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

Encumbrance means a mortgage, charge, pledge, lien, hypothecation, encumbrance, share interest (including as defined under the PPSA), title retention, preferential right, trust arrangement, contractual right of set off or any other share agreement or arrangement in favour of any person and includes any agreement to grant or create any of these and **Encumber** has a corresponding meaning.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

A person is **Insolvent** if:

- (a) it is or states that it is insolvent, in liquidation or under administration;
- (b) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this document); or
- (c) it is otherwise unable to pay its debts when they fall due.

Promissory Note Documentation means the vendor loan note deed poll and the vendor loan note certificate with face value of \$27,065,258, each to be entered into and dated on the Completion Date and in the form agreed between the parties at the date of this agreement.

Proposed Scheme means the proposed scheme set out in the scheme implementation deed announced to ASX and dated 12 April 2021 between Mainstream Group Holdings Limited ACN 112 252 114, SS&C Solutions Pty Limited ACN 007 325 779 and SS&C Technologies, Inc. TAX ID 06-1169696 (including any subsequent revisions or iterations of that proposal).

Qualifying Superior Proposal has the meaning given to it under the Vistra SID.

Sale Shares means 13,808,805 fully paid Shares.

Shares means a share in Mainstream Group Holdings Limited ACN 112 252 114.

Share Mortgage means a security interest granted by the Purchaser in favour of the Seller over the Sale Shares in the form of a specific security deed in the form agreed between the parties at the date of this agreement.

Vistra SID means the scheme implementation deed dated and announced to ASX on 9 March 2021 between Mainstream Group Holdings Limited ACN 112 252 114, Vistra Holdings (Australia) Pty Ltd ACN 618 080 514 and Vistra Group Holdings (BVI) Limited.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Sydney, Australia time;
- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Sale and purchase

The Seller as legal and beneficial owner on the Completion Date agrees to sell to the Purchaser and the Purchaser agrees to buy from the Seller the Sale Shares:

- (a) free from Encumbrances;
- (b) with all rights, including dividend and voting rights, attached or accrued to them on or after the date of this agreement; and
- (c) subject to this agreement.

3. Completion

3.1 Time and place

Completion will take place on the Completion Date, or such other time and place agreed by the parties.

3.2 Simultaneous actions on Completion

In respect of Completion:

- (a) the obligations of the parties under this agreement that are required to be performed on the Completion Date are interdependent; and
- (b) all actions required to be performed by the parties on the Completion Date will be taken to have occurred simultaneously on the Completion Date.

3.3 Obligations of the Seller on the Completion Date

On the Completion Date, the Seller shall:

- (a) deliver to the Purchaser a duly executed and completed counterpart of the Seller of the transfer in favour of the Purchaser of the Sale Shares; and
- (b) deliver to the Purchaser any other documents reasonably required by the Purchaser to effect the off market transfer to it of the Sale Shares and take any other action required (including engagement with the relevant share registry as required) to ensure that the Sale Shares are transferred to the Purchaser .

3.4 Obligations of the Purchaser on the Completion Date

On the Completion Date, the Purchaser shall:

- (a) deliver to the Seller a duly executed and completed counterpart of the Purchaser of the transfer in favour of the Purchaser of the Sale Shares; and
- (b) deliver to the Seller a duly executed and completed counterpart of the Purchaser of the Promissory Note Documentation.

4. Qualifying Superior Proposal

4.1 Covenants

The Purchaser covenants and agrees that it will comply with all of Vistra's obligations set out in clause 15.1.1 of the Vistra SID as if it were Vistra, including that it will

- (a) vote all of its Shares in favour of the Qualifying Superior Proposal set out in the Proposed Scheme; or
- (b) accept all of its Shares into the Qualifying Superior Proposal set out in the Proposed Scheme prior to the end of the offer period,

as applicable; and

- (c) not take or procure any action with the intention of preventing or delaying the Qualifying Superior Proposal referred to in clause 15.1.1 of the Vistra SID or otherwise reducing the likelihood that such Qualifying Superior Proposal is successfully completed.

4.2 End of Covenants

The Purchaser's obligations under clause 4.1 cease to apply if any of the requirements in paragraphs (a), (b) and (c) of the definition of 'Qualifying Superior Proposal' are not satisfied.

5. Condition Subsequent

5.1 Share Mortgage

On the Condition Subsequent Date, the Purchaser must deliver to the Seller a duly executed counterpart of the Purchaser of the Share Mortgage.

6. Termination

6.1 Termination right of Seller

- (a) The Seller may immediately terminate this agreement at any time (including prior to Completion) by notice to the Purchaser.
- (b) If the Seller terminates this agreement, then:
 - (i) this agreement will have no further force or effect and the parties will have no further obligations under this agreement (provided that this clause 6 will survive termination); and
 - (ii) the Seller shall not be obliged to seek specific performance against any person.

6.2 Termination right by the Purchaser

- (a) The Purchaser may immediately terminate this agreement at any time (including prior to Completion) by notice to the Purchaser if the Completion Date has not occurred within 5 Business Days of the date of this agreement.
- (b) If the Purchaser terminates this agreement, then this agreement will have no further force or effect and the parties will have no further obligations under this agreement (provided that this clause 6 will survive termination).

7. Representations and warranties

- (a) The Seller and the Purchaser each represent and warrant to the other as at the date of this agreement and on an ongoing basis until Completion that:
 - (i) it has been incorporated in accordance with the laws of its place of incorporation and is validly existing under those laws;
 - (ii) it has the power, and has in full force and effect any authorisation necessary for it, to enter into this agreement, and comply with its obligations, and exercise its rights, under it;
 - (iii) its obligations under this agreement are valid and binding and enforceable against it;
 - (iv) entry by it into this agreement, and its compliance with its obligations and the exercise of its rights under, this agreement do not and will not result in a breach of or constitute a default under:
 - (A) its constituent documents, or cause a limitation on its powers or the powers of its directors to be exceeded;
 - (B) any law, or any order, judgement or determination of a Government Agency, binding on or applicable to the Seller or its assets; or
 - (C) any Encumbrance or document binding on it; and
 - (v) it is not Insolvent.
- (b) The Seller represents and warrants to the Purchaser as at the Completion Date that:
 - (i) the Seller is the sole registered and beneficial owner of the Sale Shares;
 - (ii) there are no Encumbrances over the Sale Shares or any other restriction on the transfer of the Sale Shares to the Purchaser on the terms of this agreement;

- (iii) the Seller has obtained all consents necessary to enable it to transfer the Sale Shares to the Purchaser; and
- (iv) there is no option, right of pre-emption or any other third party right which entitles any person to call for the issue or transfer of the Sale Shares.

8. Notices and other communications

8.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

8.2 Effective on receipt

A Notice given in accordance with clause 8.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice; and
- (d) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

9. Miscellaneous

9.1 Alterations

This agreement may be altered only in writing signed by each party.

9.2 Approvals and consents

Except where this agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.

9.3 Assignment

A party may only assign this agreement or a right under this agreement with the prior written consent of each other party.

9.4 Costs

Each party must pay its own costs of negotiating, preparing and executing this agreement.

9.5 Survival

Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.

9.6 Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

9.7 No merger

The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

9.8 Entire agreement

This agreement 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.

9.9 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transactions contemplated by it.

9.10 Severability

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.

9.11 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

9.12 Relationship

This agreement does not create a relationship of employment, trust, agency or partnership between the parties.

9.13 Governing law and jurisdiction

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.

Signing page

EXECUTED as an agreement.

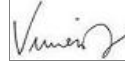
Executed by Vistra Holdings (Australia) Pty Ltd
in accordance with Section 127 of the
Corporations Act 2001 by:



Signature of director

Jonathon Clifton

Name of director



Signature of director/company secretary
(Please delete as applicable)

Vivien Tang

Name of director/company secretary (print)

Executed by Vistra Group Holdings (BVI) Limited
in accordance with Section 127 of the
Corporations Act 2001 by:



Signature of director



Name of director (print)



Signature of director/company secretary
(Please delete as applicable)



Name of director/company secretary (print)

Executed by Adastra Corporate Advisory Pty Ltd
in accordance with Section 127 of the
Corporations Act 2001 by:



Signature of director



Name of director



Signature of director/company secretary
(Please delete as applicable)



Name of director/company secretary (print)

Signing page

EXECUTED as an agreement.

Executed by Vistra Holdings (Australia) Pty Ltd
in accordance with Section 127 of the
Corporations Act 2001 by:

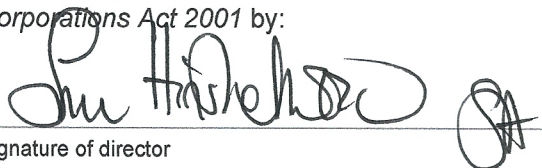
Signature of director

Name of director

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

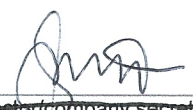
Executed by Vistra Group Holdings (BVI) Limited
in accordance with Section 127 of the
Corporations Act 2001 by:

 _____

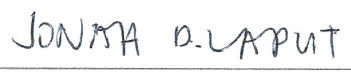
Signature of director

 _____

Name of director (print)

 _____

Signature of ~~director/company secretary~~ **WITNESS**
(Please delete as applicable)

 _____

Name of ~~director/company secretary~~ (print) **WITNESS**

Executed by Adastra Corporate Advisory Pty Ltd
in accordance with Section 127 of the
Corporations Act 2001 by:

Signature of director

Name of director

Signature of director/company secretary
(Please delete as applicable)

Name of ~~director/company secretary~~ (print) **WITN STET**

Signing page

EXECUTED as an agreement.

Executed by Vistra Holdings (Australia) Pty Ltd
in accordance with Section 127 of the
Corporations Act 2001 by:

Signature of director

Name of director

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Executed by Vistra Group Holdings (BVI) Limited
in accordance with Section 127 of the
Corporations Act 2001 by:

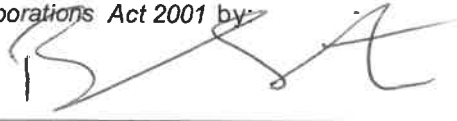
Signature of director

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Executed by Adastra Corporate Advisory Pty Ltd
in accordance with Section 127 of the
Corporations Act 2001 by:


Signature of director

A.B.R. SMITH
Name of director

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Signing page

EXECUTED as an agreement.

Executed by Vistra Holdings (Australia) Pty Ltd
in accordance with Section 127 of the
Corporations Act 2001 by:

Signature of director

Name of director

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Executed by Vistra Group Holdings (BVI) Limited
in accordance with Section 127 of the
Corporations Act 2001 by:

Signature of director

Name of director (print)


Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Executed by Adastra Corporate Advisory Pty Ltd
in accordance with Section 127 of the
Corporations Act 2001 by:

Signature of director

Name of director



Signature of director/~~company secretary~~
(Please delete as applicable)

PENG LY

Name of director/~~company secretary~~ (print)