

Form 605
Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme RocketBoots Limited

ACN/ARSN ACN 165 522 887

1. Details of substantial holder (1)

Name E8 Group Pty Limited

ACN/ARSN (if applicable) ACN 116 861 244

The holder ceased to be a

substantial holder on 13 / 10 / 2022

The previous notice was given to the company 03 / 12 / 2021

The previous notice was dated 03 / 12 / 2021

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
13 October 2022	E8 Group Pty Limited	<p>Transfer of all the fully paid ordinary shares in RocketBoots Limited held by E8 Group Pty Limited to E8 Investments Pty Limited, the purpose of which is to facilitate a restructure of E8 Group Pty Ltd. See Annexure A for a copy of the restructure agreement.</p> <p>The beneficial ownership of the fully paid ordinary shares remains unchanged as the shareholders of E8 Group Pty Limited and E8 Investments Pty Limited are identical in the same percentages and number of shares.</p> <p>ASIC relief from the takeover provisions under the Corporations Act has been sought by E8 Group Pty Limited and granted by ASIC. See Annexure B for a copy of the ASIC relief instrument.</p>	See Annexure A	20,250,000 Fully Paid Ordinary Shares	20,250,000

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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

4. Addresses

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

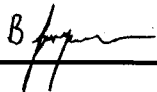
Name	Address
E8 Group Pty Limited	LEVEL 11 189 KENT STREET SYDNEY NSW 2000

Signature

print name **Bradley Ferguson**

capacity **Director**

sign here



Date **13 / 10 / 2022**

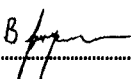
DIRECTIONS

- (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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) 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.
- (5) Details of the consideration must include any and all benefits, moneys 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A

Restructure Agreement

This is Annexure A of 9 pages referred to in the Form 605 (Notice of ceasing to be a substantial holder) signed by me and dated 13 October 2022.


.....

Name: Bradley Ferguson

Title: Director

Refer to next page.

THOMSON GEER

LAWYERS

Level 7, 19 Gouger Street
Adelaide SA 5000 Australia

T +61 8 8236 1300 | F +61 8 8232 1961

Restructure Agreement

between

E8 Group Pty Ltd
ACN 116 861 244
(Seller)

and

E8 Investments Pty Limited
ACN 662 301 957
(Buyer)

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This agreement is made on

2022

between **E8 Group Pty Ltd** ACN 116 861 244 of Level 11, 189 Kent Street, Sydney New South Wales 2000 (**Seller**)

and **E8 Investments Pty Ltd** ACN 662 301 957 of Level 11, 189 Kent Street, Sydney New South Wales 2000 (**Buyer**)

Recitals

- A The Seller is the registered holder of the Shares.
- B As part of an internal restructure, the Seller has agreed to sell the Shares to the Buyer, and the Buyer has agreed to buy the Shares, on the terms and conditions of this agreement.

Now it is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

Business Day means a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales;

Completion means completion of the sale and purchase of the Shares contemplated by this agreement;

Completion Date means the 13th day of October 2022 or such other date mutually agreed by the parties;

Company means RocketBoots Limited ACN 165 522 887 (ASX: ROC), the details of which are set out in the Schedule;

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

Encumbrance means an interest or power:

- (a) reserved in or over an interest in any asset including, but not limited to, any retention of title or preferential right; or
- (b) created or otherwise arising in or over any interest in any asset under any form of security whatsoever including a bill of sale, contract or set-off, mortgage, charge, lien, pledge, trust, power or security interest (within the meaning of the *Personal Property Securities Act 2009* (Cth)),

whether registered or unregistered and including any agreement to grant or create any of the above;

GST means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Law has the same meaning as in the GST Act;

Immediately Available Funds means cash, bank cheque, telegraphic or other electronic means of transfer of cleared funds into a bank account nominated in advance by the payee;

Purchase Price means the amount set out in clause 4.1;

Shares means all of the shares on issue in the capital of the Company owned by the Seller, being 20,250,000 fully paid ordinary shares.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
 - (iv) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
 - (v) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (vi) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
 - (vii) a group of persons is a reference to any two or more of them taken together and to each of them individually;
 - (viii) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
 - (ix) time is a reference to time in Sydney, New South Wales, Australia;
 - (x) money (including '\$', 'AUD' or 'dollars') is to Australian currency; and
 - (xi) any thing (including any amount or any provision of this agreement) is a reference to the whole and each part of it and a reference to a group of persons is a reference to any one or more of them;
- (b) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (c) the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;
- (d) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (e) if an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day; and
- (f) a provision of this agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this agreement or the inclusion of the provision in this agreement.

2 Recitals

The parties mutually acknowledge and agree that the recitals are true and correct in every material particular and form part of this agreement.

3 Sale and purchase of Shares

3.1 Sale of Shares

The Seller agrees to sell, and the Buyer agrees to purchase, all of the Shares on the Completion Date:

- (a) for the Purchase Price;
- (b) free from all Encumbrances (other than escrow restrictions);
- (c) with all rights, including dividend and voting rights, attached or accrued to the Shares on or after the Completion Date; and
- (d) subject to the terms and conditions of this agreement.

3.2 Title and risk

Title to and risk in the Shares passes to the Buyer on Completion.

3.3 Waiver of pre-emptive rights

By executing this agreement, the Seller consents to the sale and purchase contemplated by clause 3.1 and irrevocably waives in favour of the Buyer any rights of pre-emption in respect of the Shares whether conferred by the constituting documents of the Company or otherwise.

3.4 Dividend entitlements

The Buyer expressly acknowledges and agrees that the Shares are sold and purchased on the basis that all dividend entitlements accruing in relation to the Shares in respect of the profits of the Company up to and including the Completion Date will belong to and be the property of the Seller absolutely and the Seller will be at liberty to cause the Company to declare and pay such dividends before Completion.

4 Purchase Price

4.1 Purchase Price

The purchase price for the Shares is \$1.00 (**Purchase Price**).

4.2 Payment of Purchase Price

On and subject to the terms and conditions of this agreement, the Purchase Price must be paid or satisfied by the Buyer to the Seller on the Completion Date.

4.3 Payment method

Any amounts payable pursuant to this agreement must be paid in Immediately Available Funds unless otherwise agreed by the parties in writing.

5 Completion

5.1 Time and place

Completion of the sale and purchase of the Shares will take place at 11:00am on the Completion Date at the registered office of the Seller or at such other time and/or place as the parties may mutually agree.

5.2 Approval of transfers

Subject to, and with effect on and from, Completion:

- (a) the Seller must deliver to the Buyer duly executed instruments of transfer of the Shares in favour of the Buyer together with the certificates (if any) relating to the Shares; and
- (b) the parties must procure that the Buyer and the Seller complete and lodge such notices as may be required with ASIC and the ASX, including substantial holder notices.

5.3 Interdependence

The obligations of the Buyer and the Seller at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery or payment will be deemed to have been made until all deliveries and payments have been made.

6 Warranties

6.1 General warranties

Each party warrants in favour of each other party that:

- (a) it has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms;
- (b) it has full power to enter into and perform its obligations under this agreement;
- (c) it can enter into and perform its obligations without the further consent of any other person;
- (d) the execution, delivery and performance by the party of this agreement complies with:
 - (i) each law, regulation, authorisation, ruling, judgment, order or decree of any governmental authority;
 - (ii) the constituent documents of the party; and
 - (iii) any encumbrance or document which is binding on the party;
- (e) it has not gone into liquidation nor passed a winding up resolution; and
- (f) no receiver or manager of any part of its undertaking or assets has been appointed.

6.2 No other warranties

The Buyer acknowledges and agrees that in entering into this agreement, the Buyer has not relied upon any warranty, representation, or negotiations or discussions or any other conduct engaged in by the Seller except those that are expressly set out in this agreement and has relied entirely upon its own enquiries relating to the Shares, and the Buyer has satisfied itself as to the nature, quality and condition of the Shares.

7 GST

7.1 Definitions

Capitalised expressions which are not defined in this agreement but which have a defined meaning in the GST Act have the same meaning in this clause.

7.2 Input Taxed

- (a) The parties agree that the Supply of Shares under this agreement is a Financial Supply by the Supplier to the Recipient.
- (b) Unless GST is expressly included, any payment expressed to be payable under any other clause of this agreement for any supply made under or in connection with this agreement does not include GST.

7.3 Recovery of GST on supplies and adjustments under this agreement

- (a) The Recipient acknowledges that the Purchase Price agreed under this agreement has been agreed on the basis that the Supply of the Shares is an Input Taxed Supply under the GST Act.
- (b) Where a party (**Supplier**) makes a Taxable Supply to another party (**Recipient**) under or in connection with this agreement, the Recipient must pay to the Supplier an additional amount equal to the GST payable on the Supply. The additional amount must be paid by the Recipient on the date when any consideration for the Taxable Supply is first paid or provided.
- (c) The Supplier must issue a Tax Invoice to the Recipient in respect of the Taxable Supply.
- (d) If, under or in connection with this agreement, the Supplier has an Adjustment for a Supply under the GST Act which varies the amount of GST payable by the Supplier, the Supplier will adjust the amount payable by the Recipient to take account of the varied GST amount. The Supplier must issue an Adjustment Note to the Recipient within 28 days of becoming aware of the Adjustment.

8 General

8.1 Notices

- (a) A notice, demand, consent or other communication to be given under this agreement (**Notice**) must be:
 - (i) in writing and signed by a person duly authorised by the party giving the notice, addressed to the recipient; and
 - (ii) hand delivered or sent by prepaid post or email to the recipient's details specified in this clause 8.1, or subsequently notified.
- (b) The Buyer's address for service and email address are:

Name:	E8 Investments Pty Limited
Attention:	Brad Ferguson
Address:	Level 11, 189 Kent Street, Sydney NSW 2000
Email address:	brad.ferguson@framegroup.com.au

- (c) The Seller's address for service and email address are as follows:

Name: **E8 Group Pty Ltd**
 Attention: **Brad Ferguson**
 Address: **Level 11, 189 Kent Street, Sydney NSW 2000**
 Email address: **brad.ferguson@framegroup.com.au**

- (d) A Notice given to a person in accordance with this clause 8.1 is treated as having been given and received:

- (i) if delivered in person, on the day of delivery if delivered before 5pm on a Business Day, otherwise on the next Business Day;
- (ii) if sent by pre-paid mail within Australia, on the fifth Business Day after posting, otherwise on the 10th Business Day after posting; and
- (iii) if transmitted by email before 5pm on a Business Day, on the day of transmission (otherwise, if sent after 5pm, on the next Business Day), provided that the sender does not receive an automated notice generated by the sender's or the recipient's email server that the email was not delivered.

8.2 Stamp duty

The Buyer must pay all stamp duty (including any penalties) payable or assessed in connection with this agreement and any document required by or contemplated under this agreement.

8.3 Legal costs

Except as expressly stated otherwise in this agreement, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this agreement.

8.4 Governing law and jurisdiction

- (a) This agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

8.5 Severability

- (a) Subject to clause 8.5(b), if a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement.
- (b) Clause 8.5(a) does not apply if severing the provision:
 - (i) materially alters the:
 - (A) scope and nature of this agreement; or
 - (B) the relative commercial or financial positions of the parties; or
 - (ii) would be contrary to public policy.

8.6 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this agreement and to perform its obligations under it.

8.7 Consents

Except as expressly stated otherwise in this agreement, a party may conditionally or unconditionally give or withhold consent to be given under this agreement and is not obliged to give reasons for doing so.

8.8 Rights cumulative

Except as expressly stated otherwise in this agreement, the rights of a party under this agreement are cumulative and are in addition to any other rights of that party.

8.9 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

8.10 Survival

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

8.11 Amendment

This agreement may only be varied or replaced by an agreement executed by the parties.

8.12 Assignment

A party must not assign its interest in this agreement without the prior written consent of the other parties.

8.13 Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement. Satisfactory evidence of execution of this agreement will include evidence by email or facsimile of execution by the relevant party and in such case the executing party undertakes to provide the other party with an original of the executing party's counterpart as soon as reasonably practicable after execution.

8.14 Entire understanding

- (a) This agreement contains the entire understanding between the parties as to the subject matter of this agreement.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this agreement are merged in and superseded by this agreement and are of no effect. No party is liable to any other party in respect of those matters.

Schedule**Company**

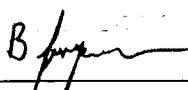
1	Name	RocketBoots Limited
2	ACN	165 522 887
3	Date of incorporation	28 August 2013
4	State of incorporation	Victoria
5	Registered Office	Level 11, 189-197 Kent Street SYDNEY NSW 2000
6	Principal Place of Business	Level 11, 189-197 Kent Street SYDNEY NSW 2000
7	Directors	Pang Ming Wee Hugh Simon Bradlow Karl Medak Cameron Glenn Petricevic
8	Secretary	Cameron Glenn Petricevic
9	Total Outstanding Shares	60,250,032 Ordinary Shares

Restructure Agreement – signing pages

Executed as an agreement

Seller

Executed by E8 Group Pty Ltd ACN 116 861
244 in accordance with section 127 of the
Corporations Act 2001 (Cth):



Director

BRADLEY FERGUSON

Name of Director
BLOCK LETTERS

Date: 11 / 10 / 2022



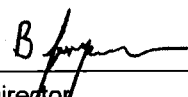
Director/~~Company Secretary~~

LEWIS STARITA

Name of *Director/*~~Company Secretary~~
BLOCK LETTERS
*please strike out as appropriate

Buyer

Executed by E8 Investments Pty Limited
ACN 662 301 957 in accordance with section
127 of the *Corporations Act 2001* (Cth):

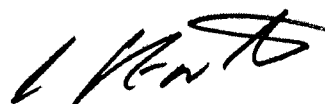


Director

BRADLEY FERGUSON

Name of Director
BLOCK LETTERS

Date: 11 / 10 / 2022



Director/~~Company Secretary~~


LEWIS STARITA

Name of *Director/*~~Company Secretary~~
BLOCK LETTERS
*please strike out as appropriate

Annexure B

ASIC Relief Instrument

This is Annexure B of 2 pages referred to in the Form 605 (Notice of ceasing to be a substantial holder) signed by me and dated 13 October 2022.


.....

Name: Bradley Ferguson

Title: Director

Refer to next page.

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 655A(1)(a) – Exemptions**

Enabling Legislation

1. The Australian Securities and Investments Commission makes this instrument under paragraph 655A(1)(a) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 22-0872.

Commencement

3. This instrument commences on the date it is signed.

Exemptions

4. ROC HoldCo does not have to comply with subsections 606(1) and 606(2) of the Act.
5. E8 does not have to comply with subsection 606(4) of the Act.

Where this instrument applies

6. This instrument applies where:
 - (a) E8 transfers 20,250,000 shares in RocketBoots to ROC HoldCo in connection with the Restructure Agreement;
 - (b) ROC HoldCo acquires a relevant interest in the shares because of the acquisition of the shares;
 - (c) the officers of ROC HoldCo and E8 are the same on the date this instrument is signed;
 - (d) the underlying beneficial holders and members of ROC HoldCo and E8 are the same and hold shares in the same proportions on the date this instrument is signed; and
 - (e) the constitution of ROC HoldCo is in the same terms as the constitution of E8 on the date this instrument is signed.

Cessation

7. The exemptions shall remain effective, unless otherwise revoked, until the earlier of:
 - (a) the day after the shares are transferred from E8 to ROC HoldCo; or
 - (b) 17 October 2022.

Interpretation

8. In this instrument:

E8 means E8 Group Pty Ltd ACN 116 861 244.

Restructure Agreement means an agreement entered into by E8 and ROC HoldCo whereby ROC HoldCo will acquire 20,250,000 shares from E8.

ROC HoldCo means E8 Investments Pty Limited ACN 662 301 957.

RocketBoots means RocketBoots Limited ACN 165 522 887.

shares means ordinary shares in RocketBoots.

Dated this 10th day of October 2022



Signed by Genevieve Lai
as a delegate of the Australian Securities and Investments Commission