Form 603

Corporations Act 2001 Section 671B

Notice of initial substantial holder

To Company Name/Scheme Centrepoint Alliance Limited

ACN/ARSN 052 507 507

1. Details of substantial holder (1)

Name COG Financial Services Limited

ACN/ARSN (if applicable) 100 854 788

The holder became a substantial holder on $\frac{16}{11}/\frac{2023}{2023}$

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	39,556,590	39,556,590	19.99%

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
COG Financial Services Ltd	Relevant interest held under section 608(1)(a) of the Corporations Act 2001 (Cth) arising as the holder of the securities. See Annexure A for a copy of the relevant agreement giving rise to the relevant interest.	39,556,590 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	Registered holder of	Person entitled to be	Class and number of securities
interest	securities	registered as holder (8)	
COG Financial Services Ltd	COG Financial Services Ltd	COG Financial Services Ltd	39,556,590 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	
COG Financial Services Ltd		\$13,053,674.70		39,556,590 Fully Paid Ordinary 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	
N/A	N/A	

7. Addresses

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

Name	Address
COG Financial Services Ltd	Level 1, 72 Archer Street, Chatswood, NSW 2067

rint name	Cameron	McCullagh

capacity Executive Director

sign here

Mm°C(date	17/11/2023

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.

Share Sale Agreement

Parties

The party set out in Item 2 of Schedule 1 (Seller).

COG Financial Services Ltd ACN 100 854 788 of Level 1, 72 Archer Street, Chatswood, NSW, 2067 (Buyer).

Background

- A. The Seller owns the Sale Shares.
- B. The Seller has agreed to sell, and the Buyer has agreed to buy, the Sale Shares for the Purchase Price on the terms of this Agreement for the price as specified at Item 4 of Schedule 1.

It is agreed on the date specified in Item 1 of Schedule 1 as follows:

1. Definitions

1.1 In this Agreement:

CAF means Centrepoint Alliance Limited ACN 052 507 507 (ASX:CAF)

Completion means completion of the sale and purchase of the Sale Shares in accordance with clause 5.

Completion Date means 29 November 2023, being nine (9) business days after the date of this agreement.

Purchase Price means the amount specified at Item 4 of Schedule 1 to be paid fully in cash.

Sale Shares means the shares identified at Item 3 of Schedule 1.

Security Interest means any mortgage, lien, charge, pledge, assignment by way of security, title retention, preferential right or trust arrangement, claim, covenant, profit a prendre, easement, property right or interests.

2. Sale and Purchase

2.1 The Seller agrees to sell, and the Buyer agrees to purchase, the Sale Shares on the terms set out in this Agreement.

3. Consideration

- 3.1 In consideration for the sale of the Sale Shares to the Buyer pursuant to clause 2.1, the Buyer agrees to pay the Purchase Price to the Seller.
- 3.2 Payment of cash under clause 3.1 will be by EFT to the bank account nominated in writing by the Seller.

4. Completion

- 4.1 Completion is to occur on the Completion Date with the intention that on that date the Buyer shall pay the Purchase Price to the Seller.
- 4.2 Risk in and title to the Sale Shares will pass to the Buyer on payment of the Purchase Price at Completion.
- 4.3 The Seller shall take all steps necessary to effect the transfer of the title to the Sale Shares to the Buyer immediately upon receipt of the Purchase Price.

5. Seller Warranties

- 5.1 The Seller represents and warrants to the Buyer that each of the Seller Warranties is true and correct and is not misleading as at:
 - (a) the date of this Agreement; and
 - (b) immediately prior to Completion.

6. General clauses

- 6.1 This Agreement:
 - (a) constitutes the entire agreement between the parties; and
 - (b) supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or a representative of a party) prior to entering into this Agreement.
- 6.2 Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect perfect or complete the transactions contemplated by this Agreement.
- An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.
- Each party will bear their own costs associated with the preparation and the arrangements the subject of this Agreement.
- This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of executed counterparts.

Schedule 1 Transaction Details

ITEM 1 Date of this agreement: 15 November 2023

ITEM 2 Seller: ClearView Wealth Limited (ABN 83 106 248 248) (ASX:CVW)

16

ITEM 3 NO OF SHARES: 39,556,590 of the CAF shares (being 19.99% of

the issued share capital of CAF)

ITEM 4 PURCHASE PRICE: \$13,053,674.70 (AUD)

Schedule 2 Seller Warranties

1. The Seller has full power and authority to enter into and perform its obligations under this Agreement.

- 2. The Seller has obtained all necessary approvals, consents and authorisations to enter into and perform its obligations under this Agreement.
- 3. The Seller is the sole legal and beneficial owner of the Sale Shares being sold by it under this Agreement.
- 4. At Completion, there is no security interest over or affecting the Sale Shares.

SIGNING PAGE

Executed by the parties as an agreement

BY THE SELLER

Executed by ClearView Wealth Limited

by its duly authorised officer

Signature

Print name and title: Nadine

BY THE BUYER

Executed by COG Financial Services Ltd

by its duly authorised officer

Signature

Print name and title: Cameron McCullagh - Executive Director