

21 June 2024

By electronic lodgement

Market Announcements Office
ASX Limited
Exchange Centre
20 Bridge Street
Sydney NSW 2000

File No. 021925140

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Dear ASX

Form 604 - Notice of change of interests of substantial holder

We act for Ronni David Chalmers and his controlled entities (**Mr Chalmers**).

In accordance with section 671B(1)(b) of the *Corporations Act 2001* (Cth), we enclose a notice of change of interests of substantial holder on behalf of Mr Chalmers in respect of his securityholding in Clime Investment Management Limited (ASX: CIW).

Yours sincerely
Arnold Bloch Leibler



Gavin Hammerschlag
Partner

Enc

Partners
Mark M Leibler AC
Henry D Lanzer AM
Joseph Borensztajn AM
Leon Zwier
Philip Chester
Ross A Paterson
Stephen L Sharp
Kevin F Frawley
Zaven Mardirossian
Jonathan M Wenig
Paul Sokolowski
Paul Rubenstein
Peter M Seidel
John Mitchell
Ben Mahoney
Jonathan Milner
John Mengolian
Matthew Lees
Genevieve Sexton
Jeremy Leibler
Nathan Briner
Justin Vaatstra
Clint Harding
Susanna Ford
Tyrone McCarthy
Teresa Ward
Christine Fleer
Jeremy Lanzer
Bridget Little
Gia Cari
Jason van Grieken
Elyse Hilton
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Claire Southwell
Luise Squire
Ari Bendet
Matthew Davies
Grace Cho
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Micaela Bernfield
Crosby Radburn
Jessica Wills
Mark Azfar
George Bassil
Harriet Craig
Ellie Mason
Jessica Ortner
Sosan Rahimi
Cameron Sivwright
Andrew Spierings
Freeman Zhong

Form 604

Corporations Act 2001 (Cth) (Act) Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Clime Investment Management Limited (CIW)

ACN/ARSN 067 185 899

1. Details of substantial holder (1)

Name Ronni David Chalmers (**Mr Chalmers**), Senorita Pty Ltd ACN 001 109 860 (**Senorita**), Locopec Pty. Limited ACN 064 653 952 in its capacity as trustee of Locopec Trust (**Locope**), Dostill Pty Ltd ACN 003 157 560 (**Dostill**), Vivre Investments Pty Ltd ACN 151 422 847 (**Vivre**), Savoier Superannuation Pty Ltd ACN 152 896 636 in its capacity as trustee of Locopec Superannuation Fund (**Savoier**) and Sanperez Pty Ltd ACN 001 677 872 in its capacity as trustee of the Ronni Chalmers Family Trust (**Sanperez**).

ACN/ARSN (if applicable) See above (as applicable)

There was a change in the interests of the substantial holder on See Section 3

The previous notice was given to the company on 03/09/2019

The previous notice was dated 03/09/2019

2. Previous and present voting power

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

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares in CIW (Shares)	7,000,000	12.48%	4,769,130	6.22%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (A\$) (7)	Class and number of securities affected	Person's votes affected
18 December 2019	Locope	Purchase of Shares on market.	\$3,111.50	6,100 Shares	6,100
19 December 2019	Locope	Purchase of Shares on market.	\$841.50	1,650 Shares	1,650
20 December 2019	Locope	Purchase of Shares on market.	\$8,778.64	16,882 Shares	16,882
27 December 2019	Mr Chalmers	Purchase of Shares on market.	\$7,800.52	15,001 Shares	15,001
27 December 2019	Savoier	Purchase of Shares on market.	\$17,411.56	10,367 Shares	10,367

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (A\$) (7)	Class and number of securities affected	Person's votes affected
12 June 2020	Vivre	Purchase of Shares on market.	\$14,334.00	28,668 Shares	28,668
8 July 2020	Vivre	Purchase of Shares on market.	\$23,166.00	46,332 Shares	46,332
7 September 2020	Vivre	Purchase of Shares on market.	\$17,411.56	32,852 Shares	32,852
12 May 2021	Senorita	Purchase of Shares on market.	\$5,900.00	10,000 Shares	10,000
12 May 2021	Dostill	Purchase of Shares on market.	\$5,900.00	10,000 Shares	10,000
12 May 2021	Vivre	Purchase of Shares on market.	\$7,167.32	12,148 Shares	12,148
28 July 2021	Sanperez	Purchase of Shares on market.	\$6,015.15	25,000 Shares	25,000
19 August 2021	Sanperez	Purchase of Shares on market.	\$16,250.00	10,195 Shares	10,195
23 September 2021	Vivre	Allotment of Shares pursuant to participation in the placement announced by CIW on 15 September 2021.	\$250,000.12	403,226 Shares	403,226
12 October 2021	Locope	Purchase of Shares via participation in CIW Share Purchase Plan (Plan).	\$29,999.94	48,387 Shares	48,387
12 October 2021	Savoir	Purchase of Shares via participation in Plan.	\$29,999.94	48,387 Shares	48,387
12 October 2021	Vivre	Purchase of Shares via participation in Plan.	\$29,999.94	48,387 Shares	48,387
12 October 2021	Mr. Chalmers	Purchase of Shares via participation in Share Purchase Plan.	\$29,999.94	48,387 Shares	48,387
12 October 2021	Senorita	Purchase of Shares via participation in Plan.	\$29,999.94	48,387 Shares	48,387
12 October 2021	Dostill	Purchase of Shares via participation in Plan.	\$29,999.94	48,387 Shares	48,387
12 October 2021	Sanperez	Purchase of Shares via participation in Plan.	\$29,999.94	48,387 Shares	48,387
9 December 2021	Dostill	Purchase of Shares on market.	\$6,852.00	11,613 Shares	11,613
2 March 2022	Savoir	Purchase of Shares on market.	\$30,619.00	51,613 Shares	51,613
8 March 2022	Locope	Purchase of Shares on market.	\$18,862.00	32,417 Shares	32,417
11 March 2022	Locope	Purchase of Shares on market.	\$1,521.00	2,583 Shares	2,583
3 April 2024	Mr Chalmers	Allotment of Shares under Employee Share Plan.	Awarded to employees with more than 2 years tenure with CIW.	1,500 Shares	1,500
29 June 2022	Mr. Chalmers	Purchase of Shares on market.	\$6,267.46	11,613 Shares	11,613
30 June 2022	Vivre	Purchase of Shares on market.	\$10,054.50	20,000 Shares	20,000

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (A\$) (7)	Class and number of securities affected	Person's votes affected
18 June 2024	Savoir	Sale of Shares to Wen Ding (Mr Ding), in accordance with the share sale agreement entered into between Savoir, and Mr Ding, amongst other parties, dated 18 June 2024 as annexed to this form as Annexure 1, and as amended from time to time (Sale Agreement).	\$349,800.00	1,060,000 Shares	1,060,000
18 June 2024	Locope	Sale of Shares to Mr Ding in accordance with the Sale Agreement.	\$778,800.00	2,360,000 Shares	2,360,000
18 June 2024	Senorita	Senorita has agreed to sell (but has not yet sold) the Shares owned by it to Mr Ding subject to, and in accordance with, the clauses relating to the sale of the Tranche 2 Shares and the Tranche 3 Shares under the Sale Agreement.	\$19,267.71 (still to be paid subject to, and in accordance with, the clauses relating to the sale of the Tranche 2 Shares and the Tranche 3 Shares under the Sale Agreement).	58,387 Shares	58,387
18 June 2024	Locope	Locope has agreed to sell (but has not yet sold) the Shares owned by it to Mr Ding subject to, and in accordance with, the clauses relating to the sale of the Tranche 2 Shares and the Tranche 3 Shares under the Sale Agreement.	\$1,245,217.71 (still to be paid subject to, and in accordance with, the clauses relating to the sale of the Tranche 2 Shares and the Tranche 3 Shares under the Sale Agreement).	3,773,387 Shares	3,773,387
18 June 2024	Dostill	Dostill has agreed to sell (but has not yet sold) the Shares owned by it to Mr Ding subject to, and in accordance with, the clauses relating to the sale of the Tranche 2 Shares and the Tranche 3 Shares under the Sale Agreement.	\$23,100.00 (still to be paid subject to, and in accordance with, the clauses relating to the sale of the Tranche 2 Shares and the Tranche 3 Shares under the Sale Agreement).	70,000 Shares	70,000
18 June 2024	Mr. Chalmers	Mr. Chalmers has agreed to sell (but has not yet sold) the Shares owned by him to Mr Ding subject to, and in accordance with, the clauses relating to the sale of the Tranche 2 Shares and the Tranche 3 Shares under the Sale Agreement.	\$33,495.00 (still to be paid subject to, and in accordance with, the clauses relating to the sale of the Tranche 2 Shares and the Tranche 3 Shares under the Sale Agreement).	101,500 Shares	101,500
18 June 2024	Vivre	Vivre has agreed to sell (but has not yet sold) the Shares owned by it to Mr Ding subject to, and in accordance with, the clauses relating to the sale of the Tranche 2 Shares and the Tranche 3 Shares under the Sale Agreement.	\$195,232.29 (still to be paid subject to, and in accordance with, the clauses relating to the sale of the Tranche 2 Shares and the Tranche 3 Shares under the Sale Agreement).	591,613 Shares	591,613

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Senorita	Senorita	Senorita	Registered holder with a relevant interest under section 608(1)(a) of the Act.	58,387 Shares	58,387
Locope	Locope	Locope	Registered holder with a relevant interest under section 608(1)(a) of the Act, and holds power to control the exercise of a right to vote attached to the securities, in its capacity as a trustee, under s 608(2) of the Act.	3,773,387 Shares	3,773,387
Dostill	Dostill	Dostill	Registered holder with a relevant interest under section 608(1)(a) of the Act.	70,000 Shares	70,000
Sanperez	Sanperez	Sanperez	Registered holder with a relevant interest under section 608(1)(a) of the Act, and holds power to control the exercise of a right to vote attached to the securities, in its capacity as a trustee, under s 608(2) of the Act.	174,243 Shares	174,243
Vivre	Vivre	Vivre	Registered holder with a relevant interest under section 608(1)(a) of the Act.	591,613 Shares	591,613
Mr Chalmers	Mr Chalmers	Mr Chalmers	Registered holder with a relevant interest under section 608(1)(a) of the Act.	101,500 Shares	101,500
Mr Chalmers and members of his immediate family	Locope	Locope	Beneficial owner and holds power to control the exercise of a right to vote attached to the securities and the power to dispose of the securities, by revocation of a trust, under section 608(2) of the Act.	3,773,387 Shares	3,773,387
Mr Chalmers and members of his immediate family	Sanperez	Sanperez	Beneficial owner and holds power to control the exercise of a right to vote attached to the securities and the power to dispose of the securities, by revocation of a trust, under section 608(2) of the Act.	174,243 Shares	174,243

5. Changes in association

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

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

6. Addresses

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

Name	Address
Mr. Chalmers	C/- TITAN PARTNERS, LEVEL 3 SUITE 2, 7 MACQUARIE PLACE, SYDNEY, 2000, NSW
Senorita	
LocopeDostill	
Dostill	
Vivre	
Savoir	
Sanperez	

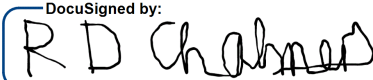
Signature

print name

Ronni David Chalmers

in his own capacity, and in his capacity as authorised signatory for, Senorita, Locope, Dostill, Vivre, Savoir and Sanperez

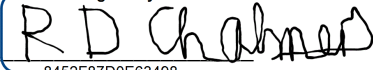
sign here

DocuSigned by:  date 21 JUNE 2024

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Annexure 1 – Share Sale Agreement

This is the annexure marked ‘Annexure 1’ of 24 page(s) referred to in the notice of change of interests of substantial holder.

DocuSigned by:

8452F87D0E63498

in his own capacity, and in his capacity as authorised signatory for,
Senorita, Loco, Dostill, Vivre, Savoir and Sanperez
21 June 2024

Arnold Bloch Leibler
Lawyers and Advisers

Share Sale Agreement
relating to Clime Investment Management
Ltd



Arnold Bloch Leibler

Level 21, 333 Collins Street
Melbourne Victoria 3000 Australia

Level 24, Chifley Tower, 2 Chifley Square
Sydney NSW 2000 Australia

Arnold Bloch Leibler

Lawyers and Advisers

Share Sale Agreement

Date 18 JUNE 2024

Parties **Each of the parties set out in Schedule 1**
(each a **Seller**, together the **Sellers**)

Wen Ding
of [REDACTED] (**Buyer**)

Background A The Sellers own the Sale Shares.
B The Sellers have agreed to sell and the Buyer has agreed to buy the Sale Shares on the terms and conditions set out in this agreement.

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this document, unless expressly provided otherwise:

Accelerated Completion Date	has the meaning given to that term in clause 4.2.
ASX	means ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.
ASX Listing Rules	means the official listing rules of the ASX as amended or waived from time to time.
Bank	means a corporation authorised by law to carry on the general business of banking in Australia.
Business Day	means a day on which Banks are open for general banking business in Sydney, excluding Saturdays, Sundays and public holidays.
Buyer Claim	means any claim or cause of action (including, but not limited to, in contract, in tort or under statute (to the extent that tort or statute cannot be excluded by clause 5.6)) under, in respect of or in connection with this agreement and includes a claim,



	demand, legal proceeding or cause of action arising from a breach of the Seller Warranties.
CMC Markets Account	means the account, notified by CMC Markets to the Buyer, that enables CMC Markets to settle the transfers of the Sale Shares.
Company	means Clime Investment Management Ltd ACN 067 185 899 (ASX: CIW) of Level 12, 20 Hunter Street, Sydney NSW 2000.
Completion	means: <ul style="list-style-type: none"> (a) in relation to the Tranche 1 Shares, the Tranche 1 Completion (b) in relation to the Tranche 2 Shares, the Tranche 2 Completion; and (c) in relation to the Tranche 3 Shares, the Tranche 3 Completion.
Controller	means, in relation to a person's property: <ul style="list-style-type: none"> (a) a receiver or receiver and manager of that property; or (b) anyone else who (whether or not as agent for the person) is in possession or has control of that property to enforce a security interest.
Corporations Act	means the act known as <i>Corporations Act 2001</i> (Cth).
Encumbrance	means any mortgage, lien, hypothecation, charge (whether fixed or floating), bill of sale, caveat, pledge, claim, trust arrangement, preferential right, right of set-off, title retention or other form of encumbrance.
Insolvency Event	means the occurrence of any of the following events in relation to any person: <ul style="list-style-type: none"> (a) the person becomes insolvent as defined in the Corporations Act, states that it is insolvent or is presumed to be insolvent under an applicable law; (b) the person is wound up, dissolved or declared bankrupt; (c) the person becomes an insolvent under administration as defined in the Corporations Act; (d) a liquidator, provisional liquidator, Controller, administrator, trustee for creditors, trustee in bankruptcy or other similar person is appointed to, or takes possession or control of, any or all of the person's assets or undertaking; (e) the person enters into or becomes subject to: <ul style="list-style-type: none"> (i) any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or

	(ii) any re organisation, moratorium, agreement of company arrangement or other administration involving one or more of its creditors;
	(f) an application or order is made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken which is preparatory to or could result in any of (b), (c), (d) or (e) above;
	(g) the person is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand;
	(h) the person suspends payment of its debts, ceases or threatens to cease to carry on all or a material part of its business or becomes unable to pay its debts when they fall due; or
	anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the other paragraphs of this definition.

Purchase Price	means the aggregate of: <ul style="list-style-type: none"> (a) the Tranche 1 Payment; (b) the Tranche 2 Payment; and (c) the Tranche 3 Payment.
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Respective Proportion	means, in respect of a Seller, the proportion set out opposite its name in column 4 of Schedule 1.
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Sale Shares	means the aggregate of: <ul style="list-style-type: none"> (a) the Tranche 1 Shares; (b) the Tranche 2 Shares; and (c) the Tranche 3 Shares, being those Shares set out in column 3 of Schedule 1.
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Seller Warranties	mean the warranties provided under clause 5.1.
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Share	means a fully paid ordinary share in the capital of the Company.
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Tranche 1 Completion	means completion of the sale and purchase of the Tranche 1 Shares contemplated by this agreement.
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Tranche 1 Completion Date	means the date of this agreement that CMC Markets settles the sale and transfer of the Tranche 1 Shares (including the payment of the Tranche 1 Payment), which is anticipated to occur on or around 20 June 2024. (Amended by the parties in writing on 18 June 2024)
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Tranche 1 Payment	means \$1,128,600.00 (calculated as \$0.33 per Tranche 1 Share).
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Tranche 1 Shares	means 3,420,000 Shares.
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Tranche 2 Completion	means completion of the sale and purchase of the Tranche 2 Shares contemplated by this agreement.
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Tranche 2 Completion Date	means the earlier of: (a) 16 September 2024; and (b) the Accelerated Completion Date in accordance with clause 4.2.
Tranche 2 Payment	means \$758,156.52 (calculated as \$0.33 per Tranche 2 Share).
Tranche 2 Shares	means 2,297,444 Shares.
Tranche 3 Completion	means completion of the sale and purchase of the Tranche 3 Shares contemplated by this agreement.
Tranche 3 Completion Date	means the earlier of: (a) 31 January 2025; and (b) the Accelerated Completion Date in accordance with clause 4.2.
Tranche 3 Payment	means \$758,156.19 (calculated as \$0.33 per Tranche 3 Share).
Tranche 3 Shares	means 2,297,443 Shares.
Void Transaction	has the meaning given to that term in clause Error! Reference source not found.

1.2 Words and expressions

In this agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (e) headings are for convenience and do not affect interpretation;
- (f) the background or recitals to this agreement are adopted as and form part of this agreement;
- (g) a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (h) a reference to "\$", "A\$" or "dollar" is a reference to Australian currency;
- (i) a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;

- (j) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (k) a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form;
- (l) words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (m) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification or re enactment of the legislation;
 - (ii) any legislative provision substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and
- (n) where relevant, corresponding legislation in any Australian State or Territory;
- (o) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it; and
- (p) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation.

1.3 Other rules of interpretation

In this agreement, unless expressly provided otherwise:

- (a) **(method of payment)** any payment of money by one party to another will be made in Australian currency by credit of cleared funds to a bank account specified by the recipient;
- (b) **(consents and approvals)** if the doing of any act, matter or thing requires the consent, approval or agreement of any party, that consent, approval or agreement may be given conditionally or unconditionally or withheld in that party's absolute discretion;
- (c) **(Business Days)** if:
 - (i) the day on or by which any act, matter or thing is to be done is a day other than a Business Day, the act, matter or thing will be done on the next Business Day; and
 - (ii) any money falls due for payment on a date other than a Business Day, that money will be paid on the next Business Day (without interest or any other amount being payable in respect of the intervening period); and
- (d) **(inconsistency within document)** if a clause of this agreement is inconsistent with a schedule or annexure of this agreement, the clause prevails to the extent of the inconsistency.

1.4 Several liability

- (a) A promise, representation or warranty given by or in favour of two or more persons under this agreement is given by them or for their benefit, as the case may be, severally.
- (b) Where, under any provision of this agreement, the Sellers give any undertaking, representation or warranty to the Buyer or agree to indemnify or hold harmless the Buyer, in any case “severally in their Respective Proportions” or any similar provision, then the maximum liability of any individual Seller to the Buyer under that provision, shall not exceed that Seller's Respective Proportion of the loss that may be claimed by the Buyer under that provision.

2 Sale and purchase

2.1 Sale Shares

The Buyer agrees to buy:

- (a) and the relevant Sellers agree to sell, the Tranche 1 Shares as follows:
 - (i) for the Tranche 1 Payment; and
 - (ii) with effect on and from Tranche 1 Completion,
- (b) subject to clause 4.2, and the relevant Sellers agree to sell, the balance of the Sale Shares not sold to the Buyer under clause 2.1(a) comprising the:
 - (i) Tranche 2 Shares, as follows:
 - (A) for the Tranche 2 Payment; and
 - (B) with effect on and from Tranche 2 Completion, and
 - (ii) the Tranche 3 Shares, as follows:
 - (A) for the Tranche 3 Payment;
 - (B) with effect on and from Tranche 3 Completion,

in each case:

- (c) free from any Encumbrances;
- (d) with all rights (including dividend and voting rights) attached or accrued to them; and
- (e) on the terms and conditions set out in this agreement.

2.2 Title and risk

- (a) Title to and risk in the:



- (i) Tranche 1 Shares passes to the Buyer on Tranche 1 Completion;
 - (ii) Tranche 2 Shares passes to the Buyer on Tranche 2 Completion; and
 - (iii) Tranche 3 Shares passes to the Buyer on Tranche 3 Completion.
- (b) For the avoidance of doubt, the parties acknowledge and agree that the Buyer will not acquire any right (including any dividend and/or voting right) attached or accrued to any of the Tranche 1 Shares, the Tranche 2 Shares and/or the Tranche 3 Shares unless and until the relevant Completion occurs in respect of such Tranche 1 Shares, Tranche 2 Shares and/or Tranche 3 Shares (as applicable).

2.3 Sale of Sale Shares

Notwithstanding any other term of this agreement, the parties acknowledge and agree that:

- (a) the Sellers will not be obliged to complete the sale of any of the Tranche 1 Shares and may immediately terminate this agreement by written notice to the Buyer unless the purchase of all the Tranche 1 Shares is completed simultaneously in accordance with this agreement;
- (b) the Sellers will not be obliged to complete the sale of any of the Tranche 2 Shares and may immediately terminate this agreement by written notice to the Buyer unless:
 - (i) the purchase of all the Tranche 1 Shares has occurred in accordance with this agreement; and
 - (ii) the purchase of all the Tranche 2 Shares is completed simultaneously in accordance with this agreement; and
- (c) the Sellers will not be obliged to complete the sale and purchase of any of the Tranche 3 Shares and may immediately terminate this agreement by written notice to the Buyer unless:
 - (i) the purchase of all the Tranche 1 Shares and Tranche 2 Shares has occurred in accordance with this agreement; and
 - (ii) the purchase of all the Tranche 3 Shares is completed simultaneously in accordance with this agreement.

Termination of this agreement under this clause 2.3 does not affect any accrued rights or remedies of either party.

3 Purchase Price

3.1 Purchase Price

In consideration for the sale by the relevant Sellers to the Buyer of the:

- (a) Tranche 1 Shares, the Buyer agrees to pay the Tranche 1 Payment;



- (b) Tranche 2 Shares, the Buyer agrees to pay the Tranche 2 Payment; and
 - (c) Tranche 3 Shares, the Buyer agrees to pay the Tranche 3 Payment,
- in each case in accordance with clause 3.2.

3.2 Payment of Purchase Price

- (a) The Purchase Price for the Sale Shares is payable by the Buyer to the relevant Sellers as an electronic transfer of immediately available funds to the CMC Markets Account, and in the following manner:
 - (i) on Tranche 1 Completion, the Tranche 1 Payment;
 - (ii) on Tranche 2 Completion, the Tranche 2 Payment; and
 - (iii) on Tranche 3 Completion, the Tranche 3 Payment.
- (b) The Buyer must provide evidence, to the Sellers' satisfaction, on or before:
 - (i) Tranche 1 Completion, that the Tranche 1 Payment has been paid into the CMC Markets Account;
 - (ii) Tranche 2 Completion, that the Tranche 2 Payment has been paid into the CMC Markets Account; and
 - (iii) Tranche 3 Completion, that the Tranche 3 Payment has been paid into the CMC Markets Account.

4 Completion

4.1 Completion place

- (a) Tranche 1 Completion will take place on the Tranche 1 Completion Date;
- (b) Tranche 2 Completion will take place on the Tranche 2 Completion Date (subject to clause 4.2); and
- (c) Tranche 3 Completion will take place on the Tranche 3 Completion Date (subject to clause 4.2),

in each case, electronically by way of a special share crossing to be managed and settled by CMC Markets for and on behalf of the parties, or in any other manner, and at any other time and place, as the parties may agree in writing.

4.2 Acceleration of Tranche 2 Completion Date and/or Tranche 3 Completion Date

- (a) Notwithstanding any other term of this agreement, the parties acknowledge and agree that if at any time prior to the Tranche 2 Completion Date and/or the Tranche 3 Completion Date, the Company is subject to a takeover, scheme of arrangement or similar transaction pursuant to which the Tranche 2 Shares and/or the Tranche 3 Shares (as applicable) are required to be compulsorily

acquired by or transferred to a third party, the Sellers may provide the Buyer with a written notice requiring the Buyer to acquire such Tranche 2 Shares and/or Tranche 3 Shares (as applicable) on the date that is 5 Business Days of such notice (the **Accelerated Completion Date**), in which case:

- (i) references to the Tranche 2 Completion Date and/or the Tranche 3 Completion Date (as applicable) in this agreement will be amended to refer to the Accelerated Completion Date;
 - (ii) if the Buyer still wants to acquire the Tranche 2 Shares and/or Tranche 3 Shares (as applicable), the Buyer must prior to the Accelerated Completion Date irrevocably notify the Sellers in writing that it agrees to acquire all of the Tranche 2 Shares and/or Tranche 3 Shares (as applicable) on the Accelerated Completion Date and otherwise on the terms and conditions of this agreement; and
 - (iii) if the Buyer provides the written notice under clause 4.2(a)(ii) to the Sellers prior to the Accelerated Completion Date, the Buyer must buy, and the relevant Sellers must sell, the Tranche 2 Shares and/or the Tranche 3 Shares (as applicable) on the Accelerated Completion Date and otherwise on the terms and conditions of this agreement.
- (b) If the Buyer does not provide the written notice under clause 4.2(a)(ii) to the Sellers prior to the Accelerated Completion Date or after receiving notice from the Sellers under clause 4.2(a) the Buyer notifies the Sellers that it does not still want to acquire the Tranche 2 Shares and/or Tranche 3 Shares (as applicable):
- (i) the Sellers are no longer required to sell the Tranche 2 Shares and/or Tranche 3 Shares to the Buyer under this agreement (and, for the avoidance of doubt, the Sellers are free to sell, transfer or otherwise dispose of such Shares as they determine);
 - (ii) all parties are released from their obligations under this agreement in respect of the sale and purchase of the Tranche 2 Shares and/or Tranche 3 Shares (and, for the avoidance of doubt, clauses 2.1(b), 4.1(b), 4.1(c), 4.4 and 4.5 (and such other clauses in this agreement in respect of the sale of the Tranche 2 Shares and/or Tranche 3 Shares to the Buyer) shall no longer apply); and
 - (iii) each party retains the rights it has against any other party for any past breach of this agreement.

4.3 Tranche 1 Completion obligations

On or before Tranche 1 Completion:

- (a) the Buyer must:
 - (i) pay the Sellers the Tranche 1 Payment in consideration for the Tranche 1 Shares in accordance with clause 3.2; and
 - (ii) do all things required by this agreement to be done by the Buyer on Tranche 1 Completion, or which are required by the Sellers to enable CMC Markets to settle the special share crossing in respect of the Tranche 1 Shares; and



- (b) the Sellers must do all things reasonably required by the Buyer to enable CMC Markets to settle the special share crossing in respect of the Tranche 1 Shares.

4.4 Tranche 2 Completion obligations

Subject to clause 4.2, on or before Tranche 2 Completion:

- (a) the Buyer must:
 - (i) pay the Sellers the Tranche 2 Payment in consideration for the Tranche 2 Shares in accordance with clause 3.2; and
 - (ii) do all things required by this agreement to be done by the Buyer on the Tranche 2 Completion, or which are required by the Sellers to enable CMC Markets to settle the special share crossing in respect of the Tranche 2 Shares; and
- (b) the Sellers must do all things reasonably required by the Buyer to enable CMC Markets to settle the special share crossing in respect of the Tranche 2 Shares.

4.5 Tranche 3 Completion obligations

Subject to clause 4.2, on or before Tranche 3 Completion:

- (a) the Buyer must:
 - (i) pay the Sellers the Tranche 3 Payment in consideration for the Tranche 3 Shares in accordance with clause 3.2; and
 - (ii) do all things required by this agreement to be done by the Buyer on the Tranche 3 Completion, or which are required by the Sellers to enable CMC Markets to settle the special share crossing in respect of the Tranche 3 Shares; and
- (b) the Sellers must do all things reasonably required by the Buyer to enable CMC Markets to settle the special share crossing in respect of the Tranche 3 Shares.

4.6 Completion simultaneous

- (a) Subject to clause 4.6(d), the actions to take place as contemplated by clause 4.3 are interdependent and must take place, as nearly as possible, simultaneously and will be taken to have occurred simultaneously. If one action does not take place, then without prejudice to any rights available to any party as a consequence:
 - (i) there is no obligation on any party to undertake or perform any of the other actions;
 - (ii) to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and
 - (iii) the Buyer must return to the Sellers any documents delivered to it under clause 4.3 and the Sellers must repay to the Buyer all payments received by them or made at their direction under clause 4.3.

- (b) Subject to clause 4.6(d), the actions to take place as contemplated by clause 4.4 are interdependent and must take place, as nearly as possible, simultaneously and will be taken to have occurred simultaneously. If one action does not take place, then without prejudice to any rights available to any party as a consequence:
- (i) there is no obligation on any party to undertake or perform any of the other actions;
 - (ii) to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and
 - (iii) the Buyer must return to the Sellers any documents delivered to it under clause 4.4 and the Sellers must repay to the Buyer all payments received by them or made at their direction under clause 4.4.
- (c) Subject to clause 4.6(d), the actions to take place as contemplated by clause 4.5 are interdependent and must take place, as nearly as possible, simultaneously and will be taken to have occurred simultaneously. If one action does not take place, then without prejudice to any rights available to any party as a consequence:
- (i) there is no obligation on any party to undertake or perform any of the other actions;
 - (ii) to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and
 - (iii) the Buyer must return to the Sellers any documents delivered to it under clause 4.5 and the Sellers must repay to the Buyer all payments received by them or made at their direction under clause 4.5.
- (d) Either the Sellers or the Buyer may, in their sole discretion, waive any or all of the actions that the other party is required to perform under this clause 4.
- (e) Tranche 1 Completion is taken to have occurred when each party has performed all its obligations under clause 4.3.
- (f) Tranche 2 Completion is taken to have occurred when each party has performed all its obligations under clause 4.4.
- (g) Tranche 3 Completion is taken to have occurred when each party has performed all its obligations under clause 4.5.

5 Representations and warranties

5.1 Seller Warranties

Each Seller severally in their Respective Proportions represents and warrants to the Buyer that each of the following statements are true and correct as at the date of this agreement, at the time immediately before each relevant Completion and on each day in between:

- (a) **(status)**: the Seller (except where the Seller is Ronni) is duly registered and validly existing under the laws of the jurisdiction of its registration;
- (b) **(power)**: the Seller has full power and capacity power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by it;
- (c) **(authority)**: the Seller has taken all necessary corporate action to authorise the entry into and performance of this agreement and to carry out the transactions contemplated by it;
- (d) **(binding obligations)**: this agreement constitutes the Seller's valid and binding obligation enforceable in accordance with its terms against the parties to it, subject to the application of equitable principles or laws relating to insolvency and any necessary stamping and registration;
- (e) **(no contravention)**: neither the execution and performance by the Seller of this agreement nor any transaction contemplated under it will violate in any respect any material provision of:
 - (i) a material applicable law or obligation on that Seller;
 - (ii) the Seller's (except where the Seller is Ronni) constituent documents; or
 - (iii) any other material document, agreement or other arrangement binding upon the Seller or its assets;
- (f) **(no Insolvency Event)**: no Insolvency Event has occurred in relation to the Seller; and
- (g) **(Sale Shares)**: subject to clause 4.2, as at the date of this agreement and as at the time immediately before each relevant Completion:
 - (i) it is the legal and beneficial owner of the Sale Shares set out opposite its name in column 3 of Schedule 1; and
 - (ii) the Sale Shares set out opposite its name in column 3 of Schedule 1 are:
 - (A) fully paid; and
 - (B) immediately prior to each relevant Completion, free of any claim, option, charge, lien, equity, Encumbrance, rights of pre-emption or any other security or third party rights or interests.

5.2 Maximum liability

The maximum aggregate amount that each Seller is required to pay in respect of all Buyer Claims is limited to that Seller's Respective Proportion of the Purchase Price.

5.3 Buyer warranties

The Buyer represents and warrants to each Seller that each of the following statements are true and correct as at the date of this agreement, at the time immediately before each relevant Completion and on each day in between:

- (a) **(power)**: the Buyer has full power and capacity power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by it;
- (b) **(authority)**: the Buyer has taken all necessary actions to authorise the entry into, delivery of and performance of, this agreement and to carry out the transactions contemplated by it;
- (c) **(binding obligations)**: this agreement constitutes the Buyer's valid and binding obligation enforceable in accordance with its terms against the parties to them, subject to the application of equitable principles or laws relating to insolvency and any necessary stamping and registration;
- (d) **(no contravention)**: neither the execution and performance by the Buyer of this agreement nor any transaction contemplated under it will violate in any respect any material provision of:
 - (i) a material applicable law or obligation;
 - (ii) the Buyer's constituent documents; or
 - (iii) any other material document, agreement or other arrangement binding upon the Buyer or its assets;
- (e) **(no Insolvency Event)**: no Insolvency Event has occurred in relation to the Buyer;
- (f) **(disclosure)**: the Buyer is a sophisticated investor for the purposes of section 708(8) of the Corporations Act or a professional investor within the ambit of section 708(11) of the Corporations Act;
- (g) **(trustee warranties)**: if the Buyer enters into this agreement as trustee of a trust:
 - (i) the relevant trust was validly created and is in existence;
 - (ii) the Buyer was validly appointed as trustee of its trust and is the only trustee of that trust;
 - (iii) the relevant trust deed for the trust is not void, voidable or otherwise unenforceable and no action has been taken to wind up, terminate, reconstitute or resettle the trust or replace or remove the Buyer as trustee of the trust;
 - (iv) the Buyer has the power under the terms of the relevant trust deed to enter into and perform its obligations under this agreement including all proper authorisations and consents;
 - (v) the Buyer has the right to be indemnified out of the assets of the trust other than to the extent of fraud, negligence or breach of trust on its part;
 - (vi) the Buyer is not in breach of the trust or its obligations under the relevant trust deed;
 - (vii) all stamp duty payable on the relevant trust deed has been paid; and

- (viii) the execution, delivery and performance of this agreement by the Buyer as trustee of the trust does not and will not result in a breach of the trust deed.

5.4 Buyer acknowledgement

The Buyer acknowledges and agrees that:

- (a) **(no representations)**: except as expressly set out in this agreement, none of the Sellers nor their representatives nor any other person acting on behalf of or associated with the Sellers, has made any representation, given any advice or given any warranty or undertaking, promise or forecast of any kind in relation to the Company, its business, the Sale Shares or this agreement, including in relation to:
 - (i) any economic, fiscal or other interpretations or evaluations by any person; or
 - (ii) future matters, including future or forecast costs, prices, revenues or profits;
- (b) **(no inducement or reliance)**: no statement or representation (except as expressly set out in this agreement):
 - (i) has induced or influenced the Buyer to enter into this agreement or agree to any or all of its terms;
 - (ii) has been relied on by the Buyer in any way as being accurate;
 - (iii) has been warranted to the Buyer as being true; or
 - (iv) has been taken into account by the Buyer as being important to the Buyer's decision to enter into this agreement or agree to any of all of its terms;
- (c) **(due diligence)**:
 - (i) the Buyer is making an independent evaluation of the Sale Shares, the Company and its subsidiaries and their business; and
 - (ii) the Buyer does not rely on the knowledge or information of the Sellers in connection with the Sale Shares as it has obtained its own skilled professional advice and has made its own inquiries;
- (d) **(forecasts)**: no warranty is given or representation made by any Seller nor their representatives nor any other person acting on behalf of or associated with the Sellers in respect of any financial or operational forecasts, projections, opinions as to future performance or other statements relating to the financial or operational prospects of the Company or any part of it (including that any such forecast, projection, opinion or other statement will be met or achieved), and no Seller is liable under any Buyer Claim arising out of or relating to any such forecasts, projections, opinions or other statements; and

- (e) **(no consequential loss)** no Seller is liable for any Buyer Claim to the extent that the loss in relation to the Buyer Claim is for any special, indirect or consequential loss or damage, including any loss of profit.

5.5 Payments affecting the Purchase Price

- (a) Any monetary compensation received by the Buyer as a result of the satisfaction of a Buyer Claim is a reduction of the Purchase Price.
- (b) Any monetary compensation received by a Seller in respect of any claim made by the Seller under or in connection with this agreement against the Buyer will be an increase in the Purchase Price.

5.6 Remedies

- (a) It is the parties' intention that the Buyer's sole remedy against the Sellers in respect of any Buyer Claim will be as set out in this agreement.
- (b) The Sellers have no liability to the Buyer (or, for the avoidance of doubt, any other person):
 - (i) in connection with this agreement or the matters the subject of this agreement; or
 - (ii) resulting from or implied by conduct made in the course of communications or negotiations in connection with this agreement or the matters the subject of this agreement,

under a Buyer Claim unless the Buyer Claim may be made under the terms of this agreement or arises out of a statutory right or other claim which cannot be excluded by contract.

- (c) The Buyer must not make a Buyer Claim against any current or former director, officer or employee of the Sellers and the Buyer acknowledges that to do so would be to seek to circumvent the parties' intention expressed in clause 5.6(a).

5.7 Survival of Warranties

All representations and warranties in this agreement:

- (a) will survive the execution and delivery of this agreement;
- (b) will remain in full force and effect for the term of this agreement; and
- (c) are and will be given with the intent that liability under the representations and warranties will not be confined to breaches discovered prior to the date of this agreement.

5.8 No reliance

Each party acknowledges and agrees that, to the full extent permitted by law, it has not relied on any statement, representation, assurance or warranty that is not expressly set out in this document in entering into this document.



5.9 Independent limitations

Each limitation in this clause 5 is independent and not limited by any other qualification or limitation.

6 Notices

6.1 Method

All notices, requests, demands, consents, approvals, offers, agreements or other communications (“**notices**”) given by a party under or in connection with this document must be:

- (a) in writing;
- (b) signed by a person duly authorised by the sender or, where transmitted by e-mail, sent by a person duly authorised by the sender;
- (c) directed to the intended recipient's address (as specified in clause 6.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by e-mail or facsimile to that address.

6.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, either:
 - (i) on the day on which the relevant postal service estimates delivery will occur; or
 - (ii) on the first day of the period during which the relevant postal service estimates delivery will occur,

based on the most recent estimate published by the relevant postal service as at the date on which the notice is sent;

- (c) if transmitted by e-mail, on transmission; or
- (d) if transmitted by facsimile, at the time recorded on the transmission report indicating successful transmission of the entire notice,

but if the delivery or transmission is not on a Business Day or is after 5.00pm (recipient's time) on a Business Day, the notice is taken to be received at 9.00am (recipient's time) on the next Business Day.



6.3 Address of parties

Unless varied by notice in accordance with this clause 6.3:

(a) the Buyer's address and other details are:

Attention: Wen Ding

Address: [REDACTED]

E-mail: [REDACTED]

(b) the Sellers' addresses and other details are those as set out in Schedule 1.

6.4 Requirement for written notice

For the avoidance of doubt, the requirement in clause 6.1(a) applies to all notices unless expressly excluded and no implication to the contrary is to be drawn from the use of the expressions "written" or "in writing" in relation to some but not all notices.

7 Confidentiality

The parties agree that the contents and existence of this document (including the identities of the parties), as well as any discussions amongst the parties relating to the content and transactions contemplated by this document, will be kept strictly confidential and not disclosed without the other parties' consent, except as required to be disclosed by applicable law, regulation, the ASX Listing Rules or legal process.

8 General

8.1 Entire agreement

This document constitutes the entire agreement between the parties in relation to their subject matter. All prior discussions, undertakings, agreements, negotiations, representations, warranties and indemnities in relation to the subject matter of this document are replaced and superseded by this document and have no further effect.

8.2 Paramountcy of document

If this document conflicts with any other document, agreement or arrangement, this document prevails to the extent of the inconsistency.

8.3 Amendments

This agreement may not be amended or varied unless the amendment or variation is in writing signed by all parties.

8.4 No merger

The provisions of this document will not merge on completion of any transaction contemplated in this document and, to the extent any provision has not been fulfilled, will remain in force.

8.5 Attorneys

Each person who executes this document on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

8.6 Assignment

No party may assign, transfer or otherwise deal with this document or any right or obligation under this document without the prior written consent of each other party.

8.7 Severability

If part or all of any provision of this document is illegal, invalid, void or unenforceable in any jurisdiction, it is to be treated as severed from this document in that jurisdiction and will not affect the continued operation of that provision or that part of the provision in another jurisdiction or of the remaining provisions of this document in any jurisdiction.

8.8 Waiver

Waiver of any power or right under this agreement:

- (a) must be in writing signed by the party entitled to the benefit of that power or right; and
- (b) is effective only to the extent set out in that written waiver.

8.9 Costs and duties

- (a) Subject to clause 8.9(b), each party must bear its own legal, accounting and other costs for the preparation and execution of this agreement.
- (b) The Buyer must bear and is responsible for all duties, stamp duties or other similar imposts on or in respect of this agreement.

8.10 Rights, remedies additional

Any rights and remedies that a person may have under this agreement are in addition to and do not replace or limit any other rights or remedies that the person may have.

8.11 Further assurances

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this document and the transactions contemplated by it (including the execution of documents).



8.12 Counterparts

This agreement may be executed in any number of counterparts and all counterparts taken together will constitute one document.

8.13 Electronic execution

- (a) A party may exchange an executed counterpart of this document with another party by sending it by facsimile or email to the other party or that other party's legal representative. In such an instance:
 - (i) the exchange by facsimile or email (as applicable) will be deemed to be an effective exchange of an originally executed counterpart and, if this document is a deed then unless expressly provided otherwise, it is intended that such exchange is to take effect as delivery of the deed; and
 - (ii) whilst the other party that provided the document either by facsimile or email (as applicable) is still required to provide an originally executed counterpart to each other party either by hand or post as soon as possible, the failure or delay in doing so will not affect the validity or effectiveness of this document or the exchange.
- (b) Pursuant to the *Electronic Transactions Act 2000* (NSW) this document may be electronically executed and remote witnessed by audio visual link, and each person signing this document, including the signatory and its witness, may sign a separate counterpart of this document.
- (c) Pursuant to the Corporations Act, a company may execute this document by each of its officers signing electronically or in wet ink, and each officer may sign a separate counterpart of this document. If execution is under common seal, the fixing of the seal may be observed by electronic means.

8.14 Governing law and jurisdiction

- (a) This document is governed by and construed in accordance with the laws in force in the State of New South Wales.
- (b) Each party:
 - (i) submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts; and
 - (ii) waives any right it might have to object to an action being brought in those courts including on the basis that those courts are an inconvenient forum.

Arnold Bloch Leibler

Lawyers and Advisers

Schedule 1 The Sellers and Sale Shares

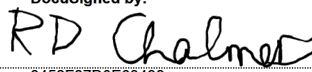
Column 1	Column 2	Column 3	Column 4
Seller	Notice details	Sale Shares	Respective Proportion
Senorita Pty Ltd ACN 001 109 860 (Senorita)	Attention: Ronni David Chalmers Address: [REDACTED] [REDACTED]	58,387	0.73%
Locope Pty. Limited ACN 064 653 952 in its capacity as trustee of Locope Trust (Locope)	Email: [REDACTED]	6,133,387	76.52%
Dostill Pty Ltd ACN 003 157 560 (Dostill)		70,000	0.87%
Ronni David Chalmers (Ronni)		101,500	1.27%
Vivre Investments Pty Ltd ACN 151 422 847 (Vivre)		591,613	7.38%
Savoir Superannuation Pty Ltd ACN 152 896 636 in its capacity as trustee of Locope Superannuation Fund (Savoir)		1,060,000	13.23%
Total		8,014,887	100%

Signing Page

EXECUTED as an AGREEMENT

**EXECUTED by SENORITA PTY LTD
ACN 001 109 860 by:**

)
)

DocuSigned by:


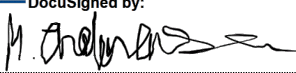
8452F87D0E63498
Signature of sole director and sole company secretary

RONNI DAVID CHALMERS

Full name of sole director and sole company secretary (print)

**EXECUTED by LOCOPE PTY. LIMITED
ACN 064 653 952 IN ITS CAPACITY AS
TRUSTEE OF LOCOPE TRUST by:**

)
)

DocuSigned by:


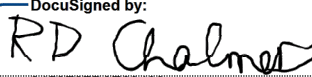
F0F6FDB568995473
Signature of sole director and sole company secretary

HANNAH MERELYN CHALMERS

Full name of sole director and sole company secretary (print)

**EXECUTED by DOSTILL PTY LTD
ACN 003 157 560 by:**

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)

DocuSigned by:


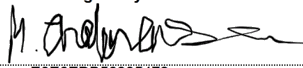
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Signature of sole director and sole company secretary

RONNI DAVID CHALMERS

Full name of sole director and sole company secretary (print)



EXECUTED by VIVRE INVESTMENTS PTY LTD ACN 151 422 847 by:)
)

DocuSigned by:

E0E6EDB56995473
Signature of sole director and sole company secretary

HANNAH MERELYN CHALMERS
Full name of sole director and sole company secretary (print)

SIGNED by RONNI DAVID CHALMERS in the presence of:)
)

DocuSigned by:

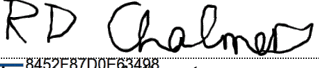
954836F401BD421
Signature of witness

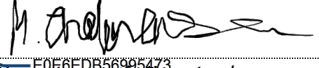
DocuSigned by:

8452F87D0E63498
Signature of **RONNI DAVID CHALMERS**

Dominic A Fajardo
Name of witness (print)

EXECUTED by SAVOIR SUPERANNUATION PTY LTD ACN 152 896 636 IN ITS CAPACITY AS TRUSTEE OF LOCOPE SUPERANNUATION FUND)
)

by: DocuSigned by:

8452F87D0E63498
Signature of director

DocuSigned by:

E0E6EDB56995473
Signature of director/company secretary

RONNI DAVID CHALMERS
Full name of director (print)

HANNAH MERELYN CHALMERS
Full name of director/company secretary (print)

SIGNED by **WEN DING** in the presence of:)
)

DocuSigned by:
Dominic A Fajardo
Signature of Witness

DocuSigned by:
Wen Ding
Signature of **WEN DING**

Dominic A Fajardo
Name of witness (print)

