

## Form 603

### Corporations Act 2001 Section 671B

### Notice of initial substantial holder

To Company Name/Scheme Cettire Limited  
ACN/ARSN ACN 645 474 166

#### 1. Details of substantial holder (1)

Name Dean Mintz  
ACN (if applicable) N/A

The holder became a substantial holder on 18 / 12 / 2020

#### 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	Persons' votes(5)	Voting power (6)
Fully paid ordinary shares (Shares)	251,238,220	251,238,220	65.9%

#### 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
Dean Mintz	Dean Mintz is the registered holder of 251,238,220 Shares, and so has a relevant interest under section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth) in respect of those Shares.  The Shares held by Dean Mintz are subject to voluntary escrow arrangements, as set out in an Escrow Deed and as disclosed in the Prospectus issued by Cettire Limited and Dean Mintz dated 27 November 2020.	251,238,220 Shares

#### 4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Dean Mintz	Dean Mintz	Dean Mintz	251,238,220 Shares

#### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the 4 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	
Dean Mintz	Relevant interest acquired on 18/12/2020	N/A	Pursuant to a Share Exchange Agreement attached at <b>Annexure A.</b>	251,238,220 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	

#### 7. Addresses

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

Name	Address
Dean Mintz	c/- Level 40, 140 William Street, Melbourne VIC 3000

#### Signature

print name: Dean Mintz

capacity: Personal capacity

sign here:



date: 21 December 2020

## 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 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 benefit, 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.

## **ANNEXURE A - Share Exchange Agreement**

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# Share Exchange Agreement

**Cettire Limited**

**Dean Mintz**

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**Interposition of Cettire Limited**

**Title**                    **Share Exchange Agreement**

**Date**                    26 November 2020

**Parties**                **Cettire Limited (ACN 645 474 166)** of Level 40, 140 William Street  
Melbourne VIC 3000, Australia (**Purchaser**)

**Dean Mintz** of Unit 1202, 505 St Kilda Road, Melbourne 3004, Australia  
(**Vendor**)

## Recitals

- A        The Vendor is the beneficial and registered owner of the single share in Ark Technologies Pty Ltd.
- B        The Vendor wishes to sell and the Purchaser wishes to acquire the share in Ark Technologies Pty Ltd. In consideration for the acquisition of the share, the Purchaser will issue shares in itself to the Vendor.
- C        The Vendor chooses to obtain rollover relief pursuant to Subdivision 122-A of the Tax Act for any capital gain or loss arising as a result of the Vendor's entry into this Agreement or the transactions contemplated herein.

## Operative provisions

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### 1. Definitions and Interpretation

#### Definitions

- 1.1       In this Agreement, unless the context otherwise requires:

**Company** means Ark Technologies Pty Ltd (ACN 603 272 359).

**Completion** means completion of the exchange of the Sale Share for the Consideration Shares on the Completion Date, as set out in this Agreement.

**Completion Date** means the date of this Agreement, or such other date as the parties agree.

**Consideration Shares** means **301,238,219** fully paid ordinary shares in the Purchaser.

**Encumbrance** means any legal or equitable mortgage or charge (whether fixed, floating, or both), lien, pledge, covenant, retention of title or other encumbrance in respect of property, other than a possession lien arising by operation of law.

**GST** means goods and services tax as defined in the GST Act.

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

**Sale Share** means 1 fully paid ordinary share in the Company.

**Tax Act** means the *Income Tax Assessment Act 1997* (Cth).

## **Interpretation**

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to:
  - (i) the singular includes the plural and vice versa;
  - (ii) parties means the parties to this Agreement and to a party means a party to this Agreement;
  - (iii) a law:
    - (A) includes a reference to any constitutional provision, subordinate legislation, treaty, decree, convention, statute, regulation, rule, ordinance, proclamation, by-law, judgment, rule of common law or equity or rule of any applicable stock exchange;
    - (B) is a reference to that law as amended, consolidated, supplemented or replaced; and
    - (C) is a reference to any regulation, rule, ordinance, proclamation, by-law or judgment made under that law;
  - (iv) to time is a reference to Melbourne time;
- (b) headings are for convenience only and are ignored in interpreting this Agreement;
- (c) the word "including" or "includes" means "including but not limited to" or "including without limitation"; and
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

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## **2. Share exchange**

- 2.1 The Vendor agrees to transfer the Sale Share to the Purchaser, free of Encumbrances.
- 2.2 In consideration for the transfer of the Sale Share from the Vendor in accordance with clause 2.1, the Purchaser agrees to issue the Consideration Shares to the Vendor, free of Encumbrances.
- 2.3 The Vendor chooses to obtain rollover relief pursuant to Subdivision 122-A of the Tax Act for any capital gain or loss arising as a result of the Vendor's entry into this Agreement or the transactions contemplated herein.

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## **3. Completion**

- 3.1 Completion must occur by 5:00 pm on the Completion Date at such time and location as determined by the parties.
- 3.2 On Completion:

- (a) the Vendor must deliver to the Purchaser a duly executed share transfer form in favour of the Purchaser for the Sale Share, together with the relevant share certificate (if any); and
    - (b) the Purchaser must issue the Consideration Shares to the Vendor, credited as fully paid, and deliver to the Vendor a duly executed share certificate in the name of the Vendor for the Consideration Shares.
  - 3.3 The issue of the Consideration Shares is the only consideration for the transfer of the Sale Share.
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## **4. GST**

- 4.1 Terms defined in the GST Act have the same meaning when used in this clause 4.
  - 4.2 Unless expressly stated otherwise any consideration to be provided under or in accordance with this Agreement is exclusive of GST.
  - 4.3 If GST is payable on any supply made under or in accordance with this Agreement and for which the consideration is not expressly stated to include GST, the recipient must pay an additional amount equal to the GST to the party making the supply (**Supplier**).
  - 4.4 The recipient must pay the GST within five business days of receipt of a written request by or on behalf of the Supplier.
  - 4.5 The Supplier must provide, as a precondition for payment by the recipient of the GST, a tax invoice or a document that the Commissioner of Taxation will treat as a tax invoice.
  - 4.6 If either party is required under or in accordance with this Agreement:
    - (a) to pay, reimburse or indemnify the other for the whole or any part of any cost, expense, loss, liability or other amount that the other party has incurred or will incur, the amount must be reduced to the extent the other party can claim an input tax credit, partial input tax credit, or other like offset; or
    - (b) to pay an amount that has been determined by reference to another amount calculated inclusive of GST, that other amount must first be reduced to the extent of the GST.
  - 4.7 This clause does not merge on Completion.
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## **5. General**

### **Amendment**

- 5.1 This Agreement may be amended only by a document signed by all parties.

### **Counterparts**

- 5.2 This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

### **Further assurances**

- 5.3 Each party must, at its own expense, whenever requested by another party, promptly do or arrange for others to do everything reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.



**Entire agreement**

5.4 This Agreement is the entire agreement of the parties about the subject matter of this Agreement.

**Jurisdiction**

5.5 Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of Victoria; and
- (b) waives any claim or objection based on absence of jurisdiction or inconvenient forum.

**Governing Law**

5.6 This Agreement is governed by the laws of Victoria.

## Execution


**Executed** as an agreement.

Signed by  
**Dean Mintz**



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**Dean Mintz**

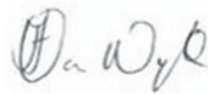
**Executed by**  
**Cettire Limited (ACN 645 474 166)**  
in accordance with section 127 of the  
*Corporations Act 2001* (Cth):



\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Dean Mintz

\_\_\_\_\_  
Name of director (please print)



\_\_\_\_\_  
Signature of ~~director~~/secretary

\_\_\_\_\_  
FIONA VAN WYK

\_\_\_\_\_  
Name of ~~director~~/secretary (please print)