

21 June 2017

Company Announcements Office
ASX Limited

By E-Lodgement

Amendments to Agreement with Print the Future

The Board of Kabuni Limited (“Kabuni” or the “Company”) advises that it has agreed revised terms under the existing Share Purchase Agreement dated as of May 1, 2017 (“SPA”) with Print the Future, Inc (“PTF”).

PTF is an early stage technology company being pioneered by Kabuni founder Neil Patel, with operations in Vancouver and New York City.

The amendments will be included in an amended and restated share purchase agreement, which will amend, restate and replace the existing SPA (the “Amended SPA”). Under the Amended SPA, PTF will acquire all issued and outstanding shares of two of Kabuni’s three operating subsidiaries, Kabuni Technologies Inc. (“KTI”), a company incorporated under the laws of British Columbia, Canada, and Kabuni Technologies (India) Private Limited (“KB India” and, together with KTI, the “Corporations”), a corporation incorporated under the laws of India.

Kabuni USA, Inc. (“KB USA”), a corporation incorporated under the laws of Delaware, USA, has now been excluded from the sale. KB USA is the subsidiary which houses the Design Campus business, an online education platform and training resource for the professional design community. Using online video, members subscribe to design courses that feature relevant training content, including courses accredited by both the Design Continuing Education Counsel (IDCEC) and the Architects Institute of America (AIA). Members also gain access to the Design Campus library, a database of educational design articles and literature.

Design Campus currently derives revenue from its subscription based educational content and has a strong following on social media.

The acquisition of Design Campus in January 2017 represented a large opportunity to develop and deploy revenue streams based on increased activation of audience databases and conversion of audiences to online and offline execution options. To reflect the ongoing opportunities in the “Network” and “Education” pillars of Kabuni’s three pillar platform, Kabuni will continue to prioritise its immediate focus on these areas. The Company has a starting point of over 80 education assets to promote further growth and will leverage the Design Campus database and its broader community reach.

PTF has advised that it has terminated its agreement with Wellington Shields & Co LLC and is now in the process of engaging a US investment bank to advise it in its endeavors to raise capital and list on a recognized US stock exchange.

The key terms of the Amended SPA will include the following:



1. PTF agrees to acquire from the Kabuni all of the issued and outstanding shares of capital stock of the Corporations (the "Shares"), for a purchase price of Australian Dollars ("AUD") \$4,500,000 (the "Purchase Price").
2. In part payment of the Purchase Price, PTF will deliver to the Company a convertible promissory note, in a principal amount that shall equal the total amounts outstanding under the Temporary Services Agreement dated as of 3 April 2017 between PTF and KTI (the "TSA"), including accrued interest, as at 30 June 2017 (the "TSA Note"). The TSA Note will not accrue interest before default. After default, it will bear interest of 22% per annum (as per existing note terms).

The TSA Note will be repayable as follows: (a) \$200,000 on 15 July 2017 (b) \$175,000 on 15 August 2017, and (c) the balance and all accrued and unpaid interest on 15 September 2017. 100% of any capital raised by PTF must be applied to the fixed repayments on the dates set forth above. In addition, 50% of any capital raised by PTF in excess of \$750,000 must be applied to the repayment of the TSA Note within 3 business days of being received. The note will be convertible and secured on the same terms as the Purchase Note (see item 3, below).

PTF may, at its option, and provided that it has complied with its mandatory repayment obligations as described above, procure Mr. Neil Patel to forfeit and cancel his ordinary shares in Company ("KBU Shares") (subject only to any applicable regulatory requirements and Company shareholder approval of the cancellation of the relevant KBU Shares), and such agreement will be deemed a repayment of the TSA Note in an amount equal to the number of KBU Shares cancelled multiplied by the market price of the KBU Shares on the date of the agreement to cancel, with the "market price" being defined as the volume-weighted average price (VWAP) of the KBU Shares for the 10 trading days prior to the date of such agreement.

Provided that the shareholders approve the transaction, (a) Mr. Patel will also agree to forfeit and cancel his KBU Shares in the event of a default under the TSA, and (b) Property Beacon Technology Inc. ("PBT"), a company controlled by Mr. Patel, will agree to forfeit, cancel and forgive the loan in the amount of CAD\$82,178.35 owing by KTI to PBT, in the event of a default under the TSA Note. If the TSA Note is repaid in full, however, Kabuni will cause the repayment of the PBT Loan.

3. In payment of the balance of the Purchase Price, PTF will deliver to the Company a convertible promissory note in a principal amount that shall equal AUD\$4,500,000 less the principal amount of the TSA Note (the "Purchase Note"). The Purchase Note will mature and be repayable on or before 30 November 2017. The Purchase Note will not bear interest prior to maturity. After maturity it will bear interest at the rate of twenty two percent (22%) per annum.

On completion of PTF's planned offering under "Regulation A+" of the US Securities and Exchange Commission, all funds from offering must be repaid against the Purchase Note within 7 days of receipt. In addition, 50% of any capital raised by PTF in excess of \$1,500,000 must be applied to the repayment of the Purchase Note within 3 business days of being received.



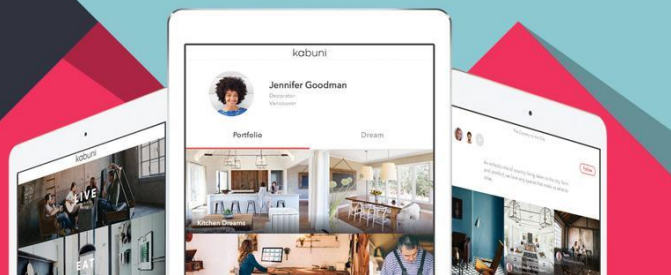
After maturity, the Company has the option (not the obligation) to convert the unpaid amount under the Purchase Note into common stock of PTF at a conversion price equal to the lesser of (i) 50% of the price offered under the Regulation A+ offering document, and (ii) the price per share of common stock issued by PTF in the most recent transaction or series of related transactions prior to the issue date which transaction or series of related transactions raised an aggregate of at least USD\$500,000.

Repayment of the note will be secured by guarantees and general security agreements by each of the Corporations, providing a general security interest in all of their present and after-acquired property.

4. Effective as of 1 July 2017, PTF will be liable for all obligations and liabilities of the Corporations. Accordingly, effective as of and following 1 July 2017, PTF will indemnify the Company and its directors, officers, agents and representatives, from and against all liabilities resulting from or connected to the Corporations. PTF will also agree to fund all costs and expenses relating to the ongoing operations of the Corporations. PTF will undertake to not adversely affect the Corporations operating the businesses in the ordinary course until Kabuni shareholder approval is received and the sale is effected.
5. After signing the Amended SPA, the Company will hold a general meeting of the shareholders to consider, and if thought fit, approve the Amended SPA and the transactions contemplated thereby. The Company will be seeking shareholder approval under ASX listing rule 10.1 as the sale is to a related party, and if required by the ASX listing rules, under listing rules 11.2 (sale of a main asset/undertaking) and 11.4 (sale of a major asset to an entity to be listed on a securities exchange) or any other regulatory requirement. If shareholder approval is obtained, the Company will provide immediate notice of same to PTF and the sale will take immediate effect. If shareholder approval is not obtained, then the Company may terminate the Amended SPA by giving notice to PTF and the sale of the Corporations will not proceed. Termination will not affect PTF's obligation under the TSA Note or its indemnification obligations under the Amended SPA.
6. The Amended SPA will contain representations, warranties and indemnification obligations that are substantially similar to those of the existing SPA. As the Amended SPA will be binding, with shareholder and regulatory approval being the only outstanding conditions, the provisions of the existing SPA regarding the financing condition and the "go-shop" provision have been removed. The Amended SPA remains governed by the laws of Delaware, with disputes being subject to mandatory arbitration in Palm Beach County, Florida.

The Company will be appointing an Independent Expert to advise it and shareholders, on the proposed sale of the Corporations. A notice of meeting will be prepared and sent to shareholders with the Independent Expert's Report. The Company anticipates seeking shareholder approval of the transactions outlined above in August 2017, with completion anticipated to occur shortly after shareholder approval has been obtained.

The Board will continue to closely monitor the Company's expenditures as the transaction progresses. As the proposed transaction with PTF has been significantly delayed to date, the Company will be required to



raise further capital in order to continue operations. The Company will provide a further update soon with respect to its capital raising initiatives.

The Board further wishes to advise the Ms. Lisa Dea has resigned as Chief Financial Officer of the Company, in order to pursue other opportunities. The Board would like to formally acknowledge and thank Ms. Dea for her significant contributions to the Company during her appointment and wishes her all the best in her future endeavors. Mr Gary Kelly, the company's financial controller will take over responsibility for the Company's financial function.

For further information please contact:

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