

**Form 603**  
Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme Aurora Labs Limited (Company)

ACN/ARSN 601 164 505

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

Name Equities First Holdings, LLC, Alexander C. Christy Junior and the subsidiaries of Equities First Holdings, LLC set forth on Annexure A (together, the **Relevant Parties**)

ACN/ARSN (if applicable) ARBN 607 423 585

The holder became a substantial holder on 02/01/2020

### 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	Person's votes (5)	Voting power (6)
Ordinary shares in the Company	8,000,000	N/A	7.69%

### 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
The Relevant Parties	Pursuant to a share possession agreement dated 20 December 2020 entered into between Equities First Holdings, LLC and David Budge ATF the Budge Family Trust, legal title to ordinary shares in the Company were transferred to Equities First Holdings, LLC ( <b>Agreement</b> ). The Agreement gives Equities First Holdings, LLC a 'relevant interest' in ordinary shares of the Company under section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth). However, Equities First Holdings, LLC has no right to vote or dispose of the shares that are the subject of the Agreement. A copy of the Agreement is annexed to this Form 603 as Annexure B.	8,000,000 fully paid ordinary shares in the Company

### 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
The Relevant Parties	Equities First Holdings, LLC	David Budge ATF the Budge Family Trust	8,000,000 fully paid ordinary shares in the Company

### 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	
The Relevant Parties	2 January 2020			

		Non-cash. Equities First Holdings, LLC was transferred the ordinary shares under the Agreement in connection with anticipated future loan arrangements between David Budge ATF the Budge Family Trust and Equities First Holdings, LLC in which such ordinary shares would serve as collateral for the loans.	8,000,000 fully paid ordinary shares in the Company
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**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
Alexander C. Christy Jr	Alexander C. Christy Jr is the sole shareholder of Equities First Holdings, LLC and therefore has the capacity to control Equities First Holdings, LLC
Subsidiaries of Equities First Holdings, LLC	See Annexure A for information pertaining to Equities First Holdings, LLC's subsidiaries

**7. Addresses**

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

Name	Address
Equities First Holdings, LLC	10 West Market Street, #3050, Indianapolis, IN 46204 USA
Alexander C. Christy Jr	9862 North Hampton Cove Lane, Indianapolis, IN 46236 USA
Subsidiaries of Equities First Holdings, LLC	See Annexure A for information pertaining to the address for Equities First Holdings, LLC's subsidiaries

**Signature**

print name	<u>Alexander C. Christy, Jr.</u>	capacity	Director of Equities First Holdings, LLC
sign here		date	14 / 02 /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 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, 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.

### Annexure A

Each of the subsidiaries identified in the chart below is wholly or majority-owned by Equities First Holdings, LLC. Primary/registered offices are indicated by an asterisk (\*).

Subsidiary Name	Office	Address
Equities First Holdings London	London*	The Prow, 1 Wilder Walk, London 1WB 5AP
	Madrid*	Calle de Padilla 32, Second Floor, 28006 Madrid, Spain
Equities First Holdings Hong Kong Limited	Hong Kong	Suites 2903-2905, 29th Floor, AIA Central, 1 Connaught Road, Central Hong Kong,
Equities First Holdings (Australia) Pty Ltd  (ACN 142 644 399)	Sydney*	Suite 33.01, Chifley Tower, 2 Chifley Square, Sydney, NSW 2000
	Melbourne	Level 2, 287 Collins Street, Melbourne, VIC 3000
	Perth	Suite 2402, Level 24, Allendale Square, 77 St. Georges Terrace, Perth, WA 6000
Beijing Hui Zhong Global Consulting Co., Ltd.	Beijing*	Rooms 1201B & 1201C, Excel Centre, 6 Wudinghou St, Jin Rong Jie, Xicheng Qu, Beijing Shi, P.R. China, 100011
	Shanghai	Shanghai International Finance Centre, Tower II - Level 36, No. 8 Century Avenue, Pudong, Shanghai, 200120, P.R. China
Equities First Holdings Singapore Pte Ltd	Singapore*	5 Temasek Blvd., #08-04A, Suntec Tower Five, Singapore, 038985
Equities First Holdings (Thailand) Limited	Bangkok*	399 Interchange Building, 24 Floore, Sukhumvit Road, Klongtoey-Nua, Wattana, Bangkok, 10110
Equities First Holdings Korea Limited	Seoul*	16Fl, Centropolis A, 26, Ujeongguk-ro, Jongno-gu, Seoul 03161, Korea

## Annexure B

### SHARE POSSESSION AGREEMENT

This Share Possession Agreement is between David Budge ATF Budge Family Trust having an address of 25 Gibson Street, Mount Pleasant, Perth, Western Australia, 6153 ("Borrower") and Equities First Holdings, LLC, a Delaware limited liability company having a place of business at 10 West Market Street, Suite 3050, Indianapolis, IN 46204 ("EFH").

WHEREAS, Borrower is desirous of entering into a series of loan transaction based upon the pledge of a specific security, Aurora Labs Ltd. (A3D.AU) and EFH is desirous of lending funds based on that security pursuant to its standard Master Loan Agreement and Deed of Security;

WHEREAS, EFH is prepared to complete and consummate the transaction(s) contemplated by the terms of the Master Loan Agreement and Deed of Security.

WHEREAS, for the convenience of the parties and to allow for any transaction or transactions to be effected on an expedited basis, Borrower has agreed that EFH will hold certain shares of the securities for the benefit of Borrower – specifically eight million (8,000,000) shares of Aurora Labs Ltd. (A3D.AU), which are intended to be pledged in connection with a series of loan transactions.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Shares to Be Held by EFH.** EFH has agreed to hold for David Budge ATF Budge Family Trust eight million (8,000,000) shares of Aurora Labs Ltd. (A3D.AU). EFH and Borrower agree that all such shares shall be either: (a) held at EFH to be available for stock loan transactions through EFH, presuming such stock loan terms and conditions are mutually agreed upon by EFH and Borrower; or (b) be returned to Borrower's designated account, at the discretion of Borrower.

(a) All shares held by EFH in such manner shall be held pursuant to the terms of this Agreement for the sole benefit of Borrower. The shares, together with all cash, instruments, securities or other property representing a dividend or other distribution on any of the shares, or representing a distribution or return of capital upon or in respect of the shares, or resulting from a split-up, revision, reclassification or other like change of the shares or otherwise received in exchange therefore, and any warrants, rights or options issued to the holders of, or otherwise in respect of, the Shares, and all proceeds thereof (the "Shares") shall remain the property of Borrower.

(b) The Parties agree to maintain strict confidentiality in regard to this transaction.



2. **Shares Non-Transferable.** So long as the Shares remain subject to the terms and conditions hereof, they shall not be sold, pledged, hypothecated, transferred, alienated, assigned or otherwise disposed of by EFH, in whole or in part, in any manner whatsoever, without the prior consent of Borrower.

3. **Voting Rights.** Borrower shall enjoy all voting rights accorded with respect to the Shares and EFH shall forward any and all documents actually received by EFH that relate in any respect to voting rights or privileges of said held shares.

4. **Dividends, Stock Splits, or Other Reclassifications.** Borrower shall enjoy all dividend privileges accorded to all other issued and outstanding shares of the same class. Any and all stock dividends, liquidation dividends, distributions of property, redemptions or other distributions in respect of the Shares actually received by EFH, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of the issuer of the Shares or received in exchange for the Shares or any part thereof or as a result of any merger, consolidation, acquisition or other exchange of assets and any and all cash and other property received in redemption of or in exchange for any Shares are property of Borrower.

5. **Release of Shares.** The Shares shall be held by EFH until such time as the occurrence of one of the following events:

- (a) Borrower requests that EFH utilize and apply the Shares as collateral in a loan transaction or transactions between Borrower and EFH.
- (b) Borrower makes a written request for return of the Shares;

6. **Duration and Termination; Release.** The term of this Agreement is ninety (90) days. If by such expiration date, the conditions for release have not been met, then EFH shall return the Shares to Borrower and EFH is thereupon relieved of all further obligations. The parties may extend this Agreement in writing by mutual assent.

7. **EFH's Liability and Control Obligations.** EFH's obligations and duties in connection herewith are confined to those specifically stated in this Agreement and EFH shall not be liable for any loss which may occur, except for its own negligence or willful misconduct. EFH is not, and shall not be deemed, an agent of Borrower, an escrow agent or a trustee. EFH shall not be in any manner liable or responsible for any price variations, share variations, form changes, or other changes to the Shares or the value of the Shares. Borrower agrees and acknowledges that it understands that the value and form of the shares may change during the term of this Agreement and EFH shall have no obligation to take actions to protect the value of the Shares or otherwise account for market conditions and risk.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of EFH and its respective successors and assigns. The rights of Borrower hereunder may not be assigned or transferred in any respect.

10. **Construction.** This Agreement, the Deed of Security, and all instruments or agreements delivered hereunder shall be governed by and construed in accordance with the laws in the State of New South Wales, Australia, excluding there from any principles of conflicts of laws. If any of the provisions of this Agreement shall be or become illegal or unenforceable under any law, the other provisions shall remain in full force and effect.

11. **Entire Agreement.** This Agreement contain the entire agreement between the parties hereto and may be amended, changed or terminated only by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Share Possession Agreement to be duly executed as of the day and year written below. It is specifically agreed and understood that this Agreement shall not be binding upon the parties until the date it is actually signed by EFH, and that shall be the effective date of the Agreement.

**BORROWER**

**DAVID BUDGE ATF BUDGE FAMILY TRUST**

David Budge  
Signature

DAVID BUDGE  
Printed Name

CEO  
Title

20/12/2019  
Date

**EQUITIES FIRST HOLDINGS, LLC**

Al Christy, Jr.  
Signature

Al Christy, Jr.  
Printed Name

President / C.E.O.  
Title

December 20, 2019  
Date