

# **CALL OPTION AGREEMENT**

**(CODE VALLEY TECHNOLOGY PRECINCT PTY LTD SHARES)**

## **BETWEEN**

Noel William Lovisa (the "Grantor")

## **AND**

Lovisa Services Pty Ltd A.C.N. 010 199 890 as trustee for Lovisa Super (the "Grantee")

Date: 29/06/2018

**THIS CALL OPTION AGREEMENT** (this "Agreement") is made on 29<sup>th</sup> day of June, 2018 by and between Noel William Lovisa, of 2 Dianella Court, Annandale Qld 4814 (the "Grantor"), and Lovisa Services Pty Ltd A.C.N. 010 199 890 as trustee for Lovisa Super (the "Grantee").

## **RECITALS**

1. The Grantor and the Grantees are collectively referred to as the "Parties" and each of them as a "Party".
2. The Grantor owns all of the issued capital in CODE VALLEY TECHNOLOGY PRECINCT PTY LTD A.C.N. 624 464 982 (the "Company").
3. The Grantor has agreed to grant to the Grantee, and the Grantee has agreed to accept from the Grantor, an option (the "Option") to purchase all of the issued capital in the Company, on or before the date, and for the consideration set forth in Schedule A to this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **1. DEFINITIONS**

In this agreement, the following words and phrases shall have the following meanings:

**"Business Day"** means a day (other than Saturdays, Sundays and public holidays) on which banks are generally open for business in Australia;

**"Completion Date"** means the date falling no more than seven (7) Business Days after the service of the Exercise Notice by the Grantee on the Grantor;

**"Completion"** means the completion of the sale to and purchase by the Grantee of the Option Shares under this Agreement;

**"Exercise"** means the exercise by the Grantee or its Nominee(s) of the Option pursuant to the terms of this Agreement;

**"Exercise Notice"** means the notice substantially in the form set out in Part 1 of Schedule B;

**"Exercise Price"** means the exercise price to be paid by each Grantee (or his Nominee(s), as the case may be) to the Grantor in respect of the Option Shares issued to the Grantee as set forth in Schedule A;

**"Nominee"** means such person nominated by the Grantee in the Transfer Notice to be the transferee of the Option or Option Shares;

**“Option Effective Date”** has the meaning ascribed to it in Clause 3.2;

**“Option Price”** means the amount payable by the Grantee to the Grantor in exchange for the Option, as specified in Schedule A;

**“Transfer Notice”** means the notice substantially in the form set out in Part 2 of Schedule B.

## **2. INTERPRETATION**

Except to the extent that the context requires otherwise:

2.1 Words denoting the singular shall include the plural and vice versa; words denoting any gender shall include all genders; words denoting persons shall include firms and corporations and vice versa;

2.2 Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement and (so far as liability thereunder may exist or can arise) shall include also any past statutory provisions or regulations (as from time to time modified or re-enacted) which such provisions or regulations have directly or indirectly replaced;

2.3 The words “written” and “in writing” include any means of visible reproduction;

2.4 Any reference to “Clauses”, “Recitals” and “Schedules” are to be construed as references to clauses and recitals of, and schedules to, this Agreement; and

2.5 Any reference to a time of day is a reference to Australian Eastern Standard Time unless provided otherwise.

## **3. OPTION**

3.1 **Option:** Upon the payment of the Option Price, the Grantor hereby irrevocably and unconditionally grants to the Grantee an Option for the Grantee to acquire from the Grantor, at the Exercise Price, at any time during the Exercise Period (defined below), to the extent that the Option has vested, any or all of the Option Shares set forth in Schedule A hereto, free from all claims, liens, charges, pledges, mortgages, trust, equities and other encumbrances, and with all rights attaching thereto on the Completion Date.

3.2 **Exercise Period:** The Option shall vest and become effective and exercisable at the times commencing on the date this agreement is signed (the “Option Effective Date”) and shall expire six (6) months from the date of the Option (the “Expiry Date”). The Option may be exercised by the Grantee (or its Nominee on behalf of the Grantee), to the extent that the Option shall have vested, and only to that extent, at any time prior to the Expiry Date (the “Exercise Period”).

**3.3 Nominees:** The Grantee may, at any time during the Exercise Period, at its sole discretion, nominate one or more person(s) (each a “Nominee”) to be the transferee(s) of whole or part of the shares subject to its Option, who shall hold and/or exercise the transferred Option on behalf of such Grantee.

**3.4 Exercise Notice:** The Option may be exercised by the Grantee or its Nominee(s), in whole or in part, at any time during the Exercise Period, by serving an Exercise Notice on the Grantor.

**3.5 Exercise:** The Grantor agrees that he shall, upon receipt of the Exercise Notice, transfer to the Grantee (or its Nominee(s), as the case may be) any and all of the Option Shares specified in the Exercise Notice, free from all claims, liens, charges, pledges, mortgages, trust, equities and other encumbrances, and with all rights now or hereafter attaching thereto. The Option shall be exercisable only in compliance with the laws and regulations of the Commonwealth of Australia and the State of Queensland.

**3.6 Transfer Notice:** In case that the Grantee transfers any or all of its Option to one or more Nominee(s) in accordance with Clause 3.6 above, such Grantee shall serve a Transfer Notice on the Grantor.

**3.7 Transfer to Nominees:** The Grantor agrees that he shall, upon receipt of the Transfer Notice, take all actions necessary to allow the Nominee(s) to be entitled to any or all of Option Shares specified in the Transfer Notice.

Upon exercise by any Nominee(s) of the transferred Option on behalf of the Grantee, such Grantee shall serve the Exercise Notice on the Grantor in his own name for the exercising Nominee(s). Upon receipt of such Exercise Option, the Grantor shall issue to such Nominee(s) any and all of the relevant Option Shares in the same manner as specified in Clause 3.5.

**3.8 Payment of Exercise Price:** Upon Exercise of the Option in whole or in part, the Grantee (or its Nominee(s), as the case may be) shall pay the Exercise Price to the Grantor.

**3.9 The Grantor’s Obligation upon Exercise:** The Grantor agrees that upon the Exercise of any Option by the Grantee (or its Nominee(s)), he shall cause and procure the number of Option Shares provided in the Exercise Notice to be transferred to the Grantee (or its Nominees)) within seven (7) Business Days after the date of the Exercise Notice.

#### **4. COMPLETION**

**4.1 Time and Venue:** Completion of the sale and purchase of the Option Shares pursuant to the Exercise shall take place at such place decided by the Grantee on the Completion Date and reasonably acceptable to the Grantor.

**4.2 Business at Completion:** At Completion of each Exercise, all (but not part only) of the following shall be transacted:

- 4.2.1 the exercising Grantee shall pay the Exercise Price to the Grantor by wire transfer or such other method as shall be reasonably acceptable to Grantor;
- 4.2.2 the Grantor shall, and to the extent that any action on the part of other shareholders or the directors is required, procure the then existing shareholders and directors of the Company to, within seven (7) Business Days after the date of Exercise Notice, deliver to the exercising Grantee (or its Nominee(s), same below) the following documents and take all corporate actions necessary to give effect to such delivery:
  - a) a share certificate or share certificates in respect of the number of the Option Shares exercised by each Grantee;
  - b) a true copy of the register of members of the Company updated to show the entry of the Grantee as the holder of the Option Shares so exercised; and
  - c) any other documents as each Grantee may reasonably believe necessary to give effect to the transfer of the exercised Option Shares.

## **5. MISCELLANEOUS**

**5.1 Effective Date and Continuing Effect of Agreement:** This Agreement shall take effect from this execution date. All provisions of this Agreement shall not, so far as they have not been performed at Completion, be in any respect extinguished or affected by Completion or by any other event or matter whatsoever and shall continue in full force and effect so far as they are capable of being performed or observed, except in respect of those matters then already performed.

**5.2 Successors and Assigns:** This Agreement shall be binding on and shall ensure for the benefit of each of the Parties' successors and permitted assigns. Any reference in this Agreement to any of the Parties shall be construed accordingly.

**5.3 Further Assurance:** At any time after the date of this Agreement, each of the Parties shall, and shall use its best endeavors to procure that any necessary third party shall, execute such documents and do such acts and things as any other Party may reasonably require for the purpose of giving to such other Party the full benefit of all the provisions of this Agreement.

**5.4 Remedies:** No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any Party

shall not constitute a waiver by such Party of the right to pursue any other available remedies.

**5.5 Severability of Provisions:** If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

**5.6 Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of Queensland.

**5.7 Counterparts:** This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument Any Party hereto may enter into this Agreement by signing any such counterpart.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement

**NOEL WILLIAM LOVISA**

  
.....  
(Signature)  
As Grantor

**EXECUTED as an Agreement by**  
LOVISA SERVICES PTY LTD A.C.N. 010 199 890  
As Grantee

By authority of the Directors

  
.....  
NOEL WILLIAM LOVISA  
Director/Company Secretary

.....  
BERNADETTE MARGARET LOVISA  
Director

## **SCHEDULE A**

<b>Option Shares</b> PRECINCT PTY LTD	All issued capital in CODE VALLEY TECHNOLOGY A.C.N. 624 464 982
<b>Option Price</b>	\$A1,200.00
<b>Exercise Price</b>	The Market Value of all issued capital in CODE VALLEY TECHNOLOGY PRECINCT PTY LTD A.C.N. 624 464 982, minus the Option Price



## **SCHEDULE B**

### **PART 1 - FORM OF EXERCISE NOTICE**

To: [ ] (the "Grantor")  
From: [ ] (the "Transferee")

We refer to the Call Option Agreement (the "Option Agreement") dated ..... made between the Grantee and the Grantor. Terms defined in the Option Agreement shall have the same meanings as used herein.

We hereby give you notice that we require you to sell to us / [Nominees' names] in accordance with the terms and conditions of the Option Agreement, the following Option Shares at the Exercise Price set out below, subject to the terms and conditions set out in the Option Agreement. Completion shall take place at [ ] on [ ].

<u>Grantee</u>	<u>Option Shares</u>	<u>Option Price</u>
[ ]	[ ]	[ ]

Yours faithfully

.....  
Name:  
[Grantee]

### **PART 2 - FORM OF TRANSFER NOTICE**

To: [ ] (the "Grantor")  
From: [ ] (the "Grantee")

We refer to the Call Option Agreement (the "Option Agreement") dated ..... made between the Grantee and the Grantor. Terms defined in the Option Agreement shall have the same meanings as used herein.

We hereby give you notice that we will transfer to [Nominees' names] the following portion of the Option, expressed in terms of the number of Option Shares represented by the portion of the Option transferred in accordance with the terms and conditions of the Option Agreement.

<u>Grantee</u>	<u>Nominees</u>	<u>Option Shares Represented</u>
[ ]	[ ]	[ ]

Yours faithfully

.....  
Name:  
[Grantee]