

Form 604

Corporations Act 2001 Section 671B

Notice of change of interests of substantial holder

To: Company Name/Scheme Eureka Group Holdings Limited (**Eureka**)
ACN/ARSN 097 241 159

1. Details of substantial holder (1)

Name Aspen Group Limited (**Aspen**) ACN 004 160 927 and each entity controlled by Aspen from time to time including those listed in Annexure A (each an Aspen Group Company)
ACN/ARSN (if applicable) See above and in Annexure A (as applicable)

There was a change in the interests of the substantial holder on 04/11/2024
The previous notice was given to the company on 30/10/2024
The previous notice was dated 30/10/2024

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 (Shares)	75,620,160	24.49%	75,620,160	18.30%

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 (7)	Class and number of securities affected	Person's votes affected
1 November 2024 (Execution of Share Sale Agreement)	Aspen	Sale of shares pursuant to Share Sale Agreement with Filetron Pty Ltd conditional on approval of Eureka shareholders under s611 (item 7) of the Corporations Act (Annexure B – copy of Share Sale Agreement)	\$12,505,000	20,500,000 Ordinary shares	20,500,000
4 November 2024	Aspen	Dilution of shares pursuant to issue of new shares under the institutional entitlement offer announced by Eureka on 24 October 2024	N/A	75,620,160 Ordinary Shares	75,620,160

4. Present relevant interests

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

This Agreement is made on

Parties

- 1 **Aspen Group Limited (ACN 004 160 927)** of Suite 21, 285A Crown Street, Surry Hills NSW 2010 (the **Vendor**).
- 2 **Filetron Pty Ltd (ACN 054 309 009)** of 22-24 Junction Street, Forest Lodge, NSW 2037 (the **Purchaser**).

Recitals

- A The Vendor is the legal and beneficial owner of the Sale Shares.
- B The Vendor has agreed to sell the Sales Shares to the Purchaser, and the Purchaser has agreed to buy the Sale Shares from the Vendor, on the terms of this Agreement.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASX Settlement Operating Rules means the operating rules of the settlement facility of ASX Settlement Pty Limited (ACN 008 504 532) for the purposes of the Corporations Act.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Sydney, Australia.

CHESS means the Clearing House Electronic Subregister System, which provides for the electronic transfer, settlement and registration of securities in Australia.

Completion means completion of the sale and purchase of the Sale Shares under this Agreement.

Completion Date means the date scheduled for Completion, being the date that is the Business Day following the date on which the Condition Precedent is satisfied or such other date as the parties may agree in writing, provided that Completion must occur no later than the date that is three months from the date of this Agreement.

Confirmed Electronic Transfer means the electronic transfer of funds directly from one bank account to another with the receipt of funds being acknowledged verbally or in writing to the Purchaser by the bank operating the receiving account.

Corporations Act means the *Corporations Act 2001* (Cth).

Purchase Price means \$12,505,000.

Related entity has the meaning given to related entity in the Corporations Act.

Sale Shares means 20,500,000 fully-paid ordinary shares issued in the capital of Target.

Security Interest means an interest or power:

- (a) reserved in or over any interest in any asset including, without limitation, any retention of title; or

- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of debt or any other monetary obligation or the enforcement of any other obligation and whether or not existing or agreed to be granted or created.

Target means Eureka Group Holdings Limited (ACN 097 241 159).

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (c) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iii) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (iv) A reference to a clause is a reference to a clause of this Agreement.
 - (v) A reference to an agreement or document including a reference to this Agreement is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.
 - (vi) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
 - (vii) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
 - (viii) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - (ix) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing.
 - (x) A reference to *dollars* or \$ is to Australian currency.
 - (xi) A month means a calendar month.

1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day.

2 Sale and Purchase

Subject to clause 3:

- (a) the Vendor as legal and beneficial owner sells the Sale Shares free from all Security Interests and the Purchaser buys the Sale Shares for the Purchase Price, in each case on the terms set out in this Agreement; and

- (b) title to and property in the Sale Shares remain solely with the Vendor until Completion and, subject to the provisions of this Agreement, passes to the Purchaser with effect from Completion.

3 Condition Precedent

3.1 Condition Precedent

Subject to this clause 3, clauses 2 and 4 will not bind the parties and Completion will not occur unless shareholders of the Target have approved the Purchaser's acquisition of the Sale Shares pursuant to section 611, item 7 of the Corporations Act by the required majority on or before the date that is three months from date of this Agreement (**Condition Precedent**).

3.2 Best endeavours and co-operation

Without prejudice to any other obligations of the parties under this Agreement:

- (a) each party must, to the extent that it is within its control, use its best endeavours to satisfy, or procure the satisfaction of, the Condition Precedent; and
- (b) no party will take any action that will or is likely to hinder or prevent the satisfaction of the Condition Precedent, except to the extent that such action is required by law.

3.3 Failure of Condition Precedent

This Agreement will automatically terminate with immediate effect if the Condition Precedent is not satisfied by the date that is three months from the date of this Agreement

4 Completion

4.1 Date for Completion

Completion must take place electronically by way of email document exchange without any physical meeting occurring on the Completion Date (or such other place agreed by the parties in writing).

4.2 Obligations of the Vendor on Completion

On the Completion Date, the Vendor must:

- (a) in respect of Sale Shares that are held on the Target's issuer-sponsored subregister, deliver to the Purchaser a duly executed transfer in registrable form, in favour of Purchaser, for the Sale Shares;
- (b) in respect of Sale Shares that are held on the Target's CHESS-sponsored subregister, procure performance of all that is required by the ASX Settlement Operating Rules for the Sale Shares to be transferred to the Purchaser; and
- (c) in respect of all Sale Shares, deliver to the Purchaser the holding statements, or copies of the holding statements, which disclose ownership of the Sale Shares.

4.3 Obligations of the Purchaser on Completion

On the Completion Date, the Purchaser must pay the Purchase Price to the Vendor (or as it may direct in writing) by:

- (a) bank cheque; or
- (b) Confirmed Electronic Transfer to such bank account as may be notified in writing by the Vendor to the Purchaser prior to the Completion Date.

4.4 Interdependency

- (a) The obligations of the parties under clauses 4.2 and 4.3 are interdependent.
- (b) If any action referred to in clause 4.2 or 4.3 does not take place on the Completion Date then Completion will not have occurred and, without prejudice to any rights available to any party as a consequence:
 - (i) there is no obligation on any party to perform any of its obligations under clause 4.2 or 4.3; and
 - (ii) to the extent such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions.
- (c) If Completion does not occur on the Completion Date, then this Agreement will automatically terminate, with immediate effect.
- (d) If this Agreement automatically terminates under clause 3.3 or 4.4(c):
 - (i) each party will be released from its obligations under this Agreement, except its obligations under clause 4.4(b)(ii);
 - (ii) each party will retain the rights it has or may have against any other party in respect of any past breach of this Agreement, including any breach of clause 3.2, 4.2 or 4.3; and
 - (iii) in all other respects, all future obligations of the parties under this Agreement will immediately terminate and be of no further force or effect.

5 Representations and Warranties

5.1 By the Vendor

The Vendor represents and warrants to the Purchaser that each of the following statements is true, accurate and not misleading as at the date of this Agreement, as at Completion, and (unless specified otherwise) at all times until Completion.

- (a) **(Body corporate)** The Vendor is a body corporate validly existing and duly established under the laws of its place of its organisation.
- (b) **(Capacity)** The Vendor has full legal capacity and power to enter into this Agreement and to perform its obligations under this Agreement.
- (c) **(Authority)** The Vendor has taken, or will have taken by the time required, all corporate action that is necessary to authorise its entry into this Agreement and the performance of its obligations under this Agreement.
- (d) **(Power to sell)** The Vendor has the corporate authority and power to sell all of its Sale Shares under this Agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase all of its Sale Shares, or any of them, and there is otherwise no restriction on the transfer of its Sale Shares to the Purchaser on the terms of this Agreement.
- (e) **(Document effective)** This Agreement constitutes a legal, valid and binding obligation of the Vendor.
- (f) **(Compliance with law)** The entry into this Agreement by the Vendor and the performance of its obligations under this Agreement will not infringe any law or regulation material to the transactions contemplated under this Agreement and will not result in a breach of the Vendor's constitution or any instrument or document to which the Vendor is a party or by which it is bound.

- (g) **(Ownership)** The Vendor is the legal and beneficial owner of its Sale Shares free from all Security Interests.
- (h) **(Sale Shares)** To the best of its knowledge, the Vendor's Sale Shares rank equally in all respects with all other fully-paid ordinary shares issued in the capital of Target.

5.2 By the Purchaser

The Purchaser represents and warrants to the Vendor that each of the following statements is true, accurate and not misleading as at the date of this Agreement, as at Completion, and (unless specified otherwise) at all times until Completion.

- (a) **(Body corporate)** The Purchaser is a body corporate validly existing and duly established under the laws of its place of its organisation.
- (b) **(Capacity)** The Purchaser has full legal capacity and power to enter into this Agreement and to perform its obligations under this Agreement.
- (c) **(Authority)** the Purchaser has taken, or will have taken by the time required, all corporate action that is necessary to authorise its entry into this Agreement and the performance of its obligations under this Agreement.
- (d) **(Document effective)** This Agreement constitutes a legal, valid and binding obligation of the Purchaser.
- (e) **(Compliance with law)** The entry into this Agreement by the Purchaser, the transfer of the Sale Shares to the Purchaser and the Purchaser's performance of its obligations under this Agreement will not infringe any law or regulation material to the transactions contemplated under this Agreement and will not result in a breach of the Purchaser's constitution or any instrument or document to which the Purchaser is a party or by which it is bound.

6 Power of Attorney

Subject to Completion occurring in accordance with this Agreement, the Vendor appoints the Purchaser to be its attorney from the Completion Date in respect of the Sale Shares until the Sale Shares are registered in the name of the Purchaser. Under this power of attorney, the Purchaser may do in the name of the Vendor and on its behalf everything necessary to:

- (a) transfer the Sale Shares;
- (b) exercise any rights, including rights to appoint a proxy or representative and voting rights, attending to the Shares;
- (c) receive any dividend or other entitlement paid or credited to the Vendor in respect of the Sale Shares; and
- (d) do any other act or thing in respect of the Sale Shares.

The Vendor declares that all acts and things done by the Purchaser in exercising powers under this power of attorney will be as good and valid as if they had been done by the Vendor and agrees to ratify and confirm whatever the Purchaser does in exercising power under this power of attorney.

7 Disclosure

The parties acknowledge and agree that each of the parties may provide a copy of this document as follows:

- (a) to:
 - (i) Target; and
 - (ii) the ASX for public disclosure,
 in order to satisfy their respective obligations under Part 6C.1 of the Corporations Act; and
- (b) to any employee, officer, related entity or adviser of the Vendor or the Purchaser (as applicable).

8 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Agreement:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the first and last name and position or title of the sender or person duly authorised by the sender);
- (b) subject to paragraph (c), must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email address most recently notified by the intended recipient to the sender. Until further notice, that recipient, address and email address is as below:
 - (i) to the Vendor:
 - Address: Suite 21, 285A Crown Street, Surry Hills NSW 2010
 - Email: davidd@aspengroup.com.au
 - Attention: David Dixon
 - (ii) to the Purchaser
 - Address: 22-24 Junction Street, Forest Lodge, NSW 2037
 - Email: benc@fdcbuilding.com.au
 - Attention: Ben Cottle
 - Copy to: Chris Blane, Partner, Allens
 - Chris.Blane@allens.com.au
- (c) will be taken to satisfy the obligations in paragraph (b) if:
 - (i) where a party changes its address and fails to notify the other parties of the new address, the Notice is delivered to the intended recipient at that new address; and
 - (ii) where an individual named in paragraph (b) ceases to work in the relevant role or ceases to work for the relevant party and the relevant party fails to notify the other parties in accordance with this clause 8 of an alternative individual to whom Notices should be addressed (and, if relevant, an alternative email address to which Notices should be sent), the Notice is addressed to (and, if relevant, delivered to the email address of) an individual in the same or equivalent role at the intended recipient; and
- (d) will be conclusively taken to be duly given or made and received:
 - (i) in the case of delivery in person, when delivered;

- (ii) in the case of delivery by express post, to an address in the same country, two Business Days after the date of posting;
- (iii) in the case of delivery by any other method of post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country); and
- (iv) in the case of email, at the earliest of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (B) the time that the intended recipient confirms receipt of the email by reply email; and
 - (C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or and received:

- (v) in the case of delivery by hand or post, at a time that is later than 5pm;
- (vi) in the case of delivery by email, at a time that is later than 7pm; or
- (vii) on a day that is not a business day,

in the place specified by the intended recipient as its postal address under paragraph (b), it will be conclusively taken to have been duly given or made and received at the start of business on the next business day in that place.

9 General Provisions

9.1 Costs and duty

- (a) Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- (b) The Purchaser must pay all stamp duty that may be payable on or in connection with this Agreement, any transaction evidenced by this Agreement and any instrument or transaction entered into under this Agreement.

9.2 No merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction. Each indemnity in this Agreement survives the expiry or termination of this Agreement.

9.3 Amendment

This Agreement may be amended only by another agreement executed by all parties.

9.4 Assignment

No party can assign, charge, encumber or otherwise deal with any rights and obligations under this Agreement, or attempt or purport to do so, without the prior written consent of the other party.

9.5 Further assurances

Each party must do anything (including executing agreements and documents) necessary to give full effect to this Agreement and the transactions contemplated by it.

9.6 Entire agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

9.7 No waiver

No failure to exercise nor any delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

9.8 Severability of provisions

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

9.9 Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales. In relation to it and related non contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

9.10 Execution and counterparts


This Agreement may be executed electronically and may be executed in counterparts.

Where a person signs this Agreement electronically, the electronic signature is an effective binding signature, and the electronic document containing it can be an effective electronic counterpart of this Agreement. In addition, the person intends that any print out of the signature will also constitute an effective original signature, so that the print out will also be an executed original counterpart of this Agreement.

EXECUTION PAGE – VENDOR

Executed and delivered as a Deed


Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Aspen Group Limited**:



Director Signature

John Carter

Print Name



Director/Secretary Signature

David Dixon

Print Name

EXECUTION PAGE – PURCHASER

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Filetron Pty Ltd:

Director Signature

Bentley Cottle

Print Name

Director/Secretary Signature

John Fallon

Print Name