

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme PPK GROUP LIMITED

ACN/ARSN 003 964 181

1. Details of substantial holder(1)

Name Ignition Capital Pty Ltd (Ignition Capital) (and the other persons listed in paragraph 6).

ACN/ARSN (if applicable) 101 417 896

There was a change in the interests of the substantial holder on 28/04/2014

The previous notice was given to the company on 29/10/2013

The previous notice was dated 29/10/2013

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 (FPO Shares)	4,000,000	7.90%	11,766,667	15.35%

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 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 (all FPO Shares)	Person's votes affected
28/04/2014	Ignition Capital and Robin Levison	FPO Shares issued to Ignition Capital under the PPK Group Levison Share and Loan Plan the terms of which are confirmed in the Share and Loan Plan Agreement dated 2 December 2013 (Share and Loan Plan Agreement) (a copy of which is attached as Annexure A) and with the approval of shareholders obtained at the general meeting held on 28 April 2014. These shares are subject to a restriction on disposal as detailed in clause 8 of the Share and Loan Plan Agreement.	\$5,250,000.00	7,500,000	7,500,000
28/04/2014	Ignition Capital and Robin Levison	Placement of FPO Shares to Ignition Capital in accordance with resolution 5 in the Company's Notice of	\$200,000.25	266,667	266,667

		Meeting dated 24 March 2014 passed at the general meeting held on 28 April 2014.			
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4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities (all FPO Shares)	Person's votes
Ignition Capital	Ignition Capital Pty Ltd <The Ignition A/C>		power to exercise the voting rights attached to, and the disposal of, the shares as registered holder. As noted above, 7,500,000 FPO Shares are subject to a restriction on disposal as detailed in clause 8 of the Share and Loan Plan Agreement.	11,016,667	11,016,667
Ignition Capital No.2 Pty Ltd	Ignition Capital No.2 Pty Ltd <Ignition Super Fund A/C>		power to exercise the voting rights attached to, and the disposal of, the shares as registered holder.	750,000	750,000
Robin Levison	Ignition Capital Pty Ltd <The Ignition A/C> Ignition Capital No.2 Pty Ltd <Ignition Super Fund A/C>		deemed relevant interest arising from control of the respective registered holders of the shares referred to above.	11,766,667	11,766,667

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Ignition Capital No.2 Pty Ltd ACN 154 886 530	associate of Ignition Capital on the basis that it is under the common control of Robin Levison.

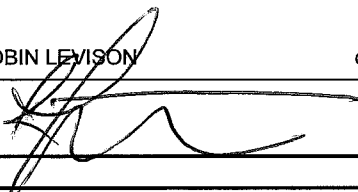
6. Addresses

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

Name	Address
Ignition Capital Pty Ltd ACN 101 417 896	137 Hilda Street, Corinda. QLD. 4075
Ignition Capital No.2 Pty Ltd ACN 154 886 530	137 Hilda Street, Corinda. QLD. 4075
Robin Levison	137 Hilda Street, Corinda. QLD. 4075

Signature

print name ROBIN LEVISON capacity Director

sign here  date 26 /04/2014

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
 - (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) Details of the consideration must include any and all benefits, 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.
 - (8) If the substantial holder is unable to determine the identify of the person (eg. if the relevant interest arises because of an option) write "unknown".
 - (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure "A"

This is annexure "A" of 6 pages referred to in ASIC Form 604 "Notice of change of interests of substantial holder" dated 28 April 2014 signed by me.

A handwritten signature in black ink, appearing to be 'RL', is written over a horizontal line.

Robin Levison

PPK GROUP LIMITED

SHARE AND LOAN PLAN - AGREEMENT

2 December 2013

Ignition Capital Pty Ltd
atf The Ignition Trust
137 Hilda Street
CORINDA QLD 4075

Dear Robin

PPK Group Limited ACN 003 964 181 (**Company**) has agreed to make available a loan to Ignition Capital Pty Ltd ACN 101 417 896 atf The Ignition Trust (**Borrower**) for the purposes of purchasing shares in the Company on the terms and conditions contained in this letter of invitation and the attached Schedule A (**Loan**).

Subject to shareholder approval, the Company agrees to lend the Borrower the amount set out below on the terms and conditions contained in this letter of invitation and the attached Schedule A (**Loan Amount**).

The Loan Amount will be applied towards the acquisitions of shares in the Company on the terms and conditions contained in this letter of invitation and the attached Schedule A.

If the Borrower wishes to apply for the Loan please sign the attached Acknowledgement and return to Jury Wowk by 18 December 2013.

Summary of Loan Details

Loan Amount:	\$5,250,000
Interest Rate:	Benchmark interest rate (currently 6.45%)
Number of shares	7,500,000
Price per share	\$0.70
Term	3 Years

Yours sincerely



Jury Wowk
Director

Schedule A

Terms and Conditions

1. Loan

The Company will lend to the Borrower the Loan Amount and the Borrower will borrow the Loan Amount on the terms and conditions set out in this document.

2. Purpose of Loan

The Borrower irrevocably directs the Company to pay the Loan Amount towards the payment of the issue price of 7,500,000 Shares in the Company (Shares).

3. Interest Rate

Interest Rate means the benchmark interest rate applicable at the relevant time or such other rate as prescribed in section 136 of the *Fringe Benefits Tax Assessment Act 1986*;

Interest will accrue monthly. Any unpaid interest in any six month period after the date of the Loan will be a new loan for that amount.

4. Term of the Loan

The Term of the Loan is 3 years.

5. Official Quotation

Upon issue of the Shares, the Company must promptly apply to the ASX for official quotation of the Shares.

6. Ranking

The Shares will rank equally in all respects and will have the same rights and entitlements as ordinary shares under the Constitution.

7. Voting Rights

The Borrower will have the right, with respect to the Shares, to vote, either generally or in respect of any particular resolution, at a general meeting of the Company.

8. Restriction on Dealings

Whilst the Loan is outstanding, the Shares may not be sold or transferred, mortgaged or otherwise encumbered or otherwise dealt with by the Borrower without the consent of the Company in its absolute discretion.

9. Holding Lock

Without limiting the scope of clause 8, the Company may implement any arrangements (including applying a holding lock), and do all things in the opinion of the Company necessary or desirable, for the purpose of preventing a breach of clause 8 and the Borrower agrees to the Company effecting those arrangements or doing those things.

10. Repayment out of dividends and or capital returns

The Company may in its absolute discretion set off against the then outstanding balance of the Loan Amount and accrued interest (Outstanding Loan Balance) any amount that the Company is required to pay the Borrower in respect of the Shares acquired by the Loan including any dividend, distribution or return of capital in accordance with the following formula:

- (a) If the amount required to be paid to the Borrower is not an amount included in assessable income of the Borrower, then the Company may apply the total amount to be set off against the Outstanding Loan Balance.
- (b) If the amount required to be paid to the Borrower is an amount included in assessable income of the Borrower, then the company may set off against the Outstanding Loan Balance an amount calculated as follows:

- (i) $A = \text{Maximum amount that may be set off against the Loan Amount and any capitalised interest}$

- (ii) $A = B - C$

- (iii) Where:

$B = \text{the total amount the Company is required to pay the Borrower,}$

$C = (B+D)*MTR - D$

$D = \text{the amount of any tax credit including franking credit attaching to the payment;}$

$MTR = \text{the maximum marginal rate of tax applying to an individual including any Medicare levy or other levy imposed from time to time.}$

or such other amount as may be agreed between the Company and the Borrower with the balance paid to the Borrower as and when requested by the Borrower.

- (c) To Illustrate the above if the Company pays a fully franked Dividend of \$700,000 cash to the Borrower then:

- (i) $A = \$700,000 - \$165,000 = \$535,000$

- (ii) Where:

$B = \$700,000;$

$C = (\$700,000 + \$300,000)*46.5\% - \$300,000 = \$165,000;$

$D = \$300,000;$

$MTR = 46.5\%$

11. Limited recourse

Notwithstanding any other clause of this agreement:

- (a) in seeking repayment of the Loan Amount, plus accrued interest (if any) and all other debts and monetary liabilities, the Company will have recourse only to the proceeds received by the Borrower from a disposal of Shares acquired by the Loan; and

- (b) the Borrower will have no obligation to repay the full Loan Amount where the proceeds of a disposal of Shares acquired by the Loan are less than the Loan Amount, plus any accrued interest (if any) and all other debts and monetary liabilities, and the Company will accept those proceeds in full satisfaction of the Loan Amount;

12. Repayment on Sale of Shares

The Borrower must immediately repay the Loan Amount, plus accrued interest (if any) and all other debts and monetary liabilities on the sale of the Shares provided however the provisions of clause 11 will apply where the proceeds of the sale of the Shares are less than the Outstanding Loan Balance.

13. Repayment on Expiry of the Term

Subject to the provisions of clause 14, on expiry of the Term, as regards the Outstanding Loan Balance the Borrower may either:

- (a) repay the Outstanding Loan Balance from its own resources;
- (b) borrow the Outstanding Loan Balance using the Shares as security and repay the Outstanding Loan Balance;
- (c) sell sufficient of the Shares to repay the Outstanding Loan Balance and pay any tax liability of the Borrower arising from the sale of the Shares and then repay the Outstanding Loan Balance; or
- (d) request the Company to buy back, at the prevailing market price, sufficient of the Shares to repay the Outstanding Loan Balance and pay any tax liability of the Borrower arising from the buy back of the Shares and then repay the Outstanding Loan Balance.

14. Repayment in Other Circumstances

- (a) In the event of the death or total and permanent incapacity of Robin Levison the Company in its absolute discretion may either sell the Shares at the prevailing market price or buy back the Shares at the prevailing market price and the proceeds of the sale or buy back of the Shares will be applied:
 - (i) firstly, in repayment of the Outstanding Loan Balance and payment of any costs incurred in the sale or buy back; and
 - (ii) secondly, to pay the balance (if any) to the Borrower.
- (b) In the event of termination, otherwise than for breach of the:
 - (i) Consultancy Agreement between the Company and Ignition Equity Partners Pty Limited; or
 - (ii) Employment Agreement between Robin Levison and the Company and any of its subsidiaries;

the Company will allow the Borrower 90 days to repay the Outstanding Loan Balance and retain the Shares and failing the Borrower repaying the Outstanding Loan Balance within the said 90 days the Company in its absolute discretion may either sell the Shares at the prevailing market price or buy back the shares at the prevailing market price and the proceeds of the sale or buy back of the Shares will be applied:

- (iii) firstly, in repayment of the Outstanding Loan Balance and payment of any costs incurred in the sale or buy back; and
- (iv) secondly, to pay the balance (if any) to the Borrower.

(c) In the event of termination of either the:

- (i) Consultancy Agreement between the Company and Ignition Equity Partners Pty Limited; or
- (ii) Employment Agreement between Robin Levison and the Company and any of its subsidiaries;

for breach by Ignition Equity Partners Pty Limited or Robin Levison as the case may be; or

the termination of employment or vacation of office where Robin Levison is guilty of:

- wilful or deliberate misconduct which is inconsistent with the continuation of employment or the holding of office;
- a criminal offence which is punishable by imprisonment (other than a traffic offence) which in the reasonable opinion of the company detrimentally affects the Company; or
- disobedience of any lawful and responsible instruction that is inconsistent with the relationship of employer and employee; or
- any other act or circumstance entitling the Company as an employer to summarily dismiss Robin Levison as an employee;

the Company will buy back the Shares for an amount equivalent to the Outstanding Loan Balance and will repay the Outstanding Loan Balance and the Borrower will forfeit any further right title and interest in the Shares.

15. Power of attorney

The Borrower irrevocably appoints the Company as its attorney and agent for, in the name of and on behalf of the Borrower to take possession and to execute and deliver, in the name of and on behalf of such Borrower, all such certificates, instruments, assignments, share transfers and documents as may be necessary or desirable in the reasonable opinion of the Company to give effect to the terms of this agreement.

To: PPK Group Limited

ACKNOWLEDGEMENT

On behalf of the Borrower I have received and carefully reviewed the letter dated 2 December 2013 from the Company regarding the Loan.

Subject to shareholder approval, the Borrower agrees to borrow the Loan Amount, upon the terms and conditions stated in the letter dated 2 December 2013, and as summarised below.

The Borrower irrevocably directs the Company to pay the Loan Amount towards the payment of the price of \$5,250,000 for the acquisition of the Shares in the Company.

Loan Details

Loan Amount:	\$5,250,000
Interest Rate:	Benchmark interest rate (currently 6.45%)
Number of shares	7,500,000
Price per share	\$0.70
Term	3 Years

Executed by Ignition Capital Pty Limited
ACN 101 417 896 in accordance with section
127 of the Corporations Act 2001 (Cth):

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Sole Director
Robin Levison

Dated: 6 December 2013