

White Eagle Resources Limited ACN 147 799 951, to be renamed:



PROSPECTUS

Offer

For the offer of 15,000,000 Shares at an issue price of \$0.20 each in order to raise up to \$3,000,000.

Oversubscriptions of up to a further 2,500,000 Shares at an issue price of \$0.20 each to raise up to an additional \$500,000 may be accepted.

Re-compliance with Chapters 1 and 2

In addition to the purpose of raising funds under the Offer, this Prospectus is issued for the purpose of re-complying with the admission requirements under Chapters 1 and 2 of the Listing Rules following a change to the nature and scale of the Company's activities.

Conditional Offer

The Offer is conditional upon certain events occurring. Please refer to Section 6.2 for further information. In the event that the Conditions of the Offer are not satisfied the Company will not proceed with the Offer and the Company will repay all application monies received.

This document is important and should be read in its entirety. If after reading this Prospectus you have any questions about the Shares being offered under this Prospectus or any other matter, then you should consult your stockbroker, accountant or other professional adviser.

The Shares offered by this Prospectus should be considered as speculative.

THIS OFFER IS NOT UNDERWRITTEN



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1. Important Information

1.1 Important Notice

This Prospectus is dated 4 November 2014 and was lodged with the ASIC on that date. The ASX, ASIC and its officers take no responsibility for the contents of this Prospectus or the merits of the investment to which the Prospectus relates.

Application will be made to ASX within seven days after the date of this Prospectus for Official Quotation of the Shares the subject of this Prospectus.

The expiry date of this Prospectus is that date which is 13 months after the date this Prospectus was lodged with the ASIC (**Expiry Date**). No Shares may be issued on the basis of this Prospectus after the Expiry Date.

Persons wishing to apply for Shares pursuant to the Offer must do so using the Application Form attached to or accompanying this Prospectus. Before applying for Shares potential investors should carefully read the Prospectus so that they can make an informed assessment of

- The rights and liabilities attaching to the Shares;
- The assets and liabilities of the Company; and
- The Company's financial position and performance, profits and losses, and prospects.

Investors should carefully consider these factors in light of their own personal financial position and taxation circumstances.

Any investment in the Company should be considered speculative. Refer to Section 13 of this Prospectus for details relating to risk factors. Investors should read this document in its entirety and persons considering applying for Shares pursuant to the Prospectus should obtain professional advice from an accountant, stockbroker, lawyer or other adviser, if necessary, before deciding whether to invest.

No person is authorised to give any information or to make any representation in relation to the Offer which is not contained in this Prospectus. Any information or representation not so contained may not be relied upon as having authorised by the Company or the Director in relation to the Offer.

The offer of Shares made pursuant to this Prospectus is not made to persons to whom, or places in which, it would be unlawful to make such an offer of Shares. No action has been taken to register or qualify the Offer under this Prospectus or otherwise permit the Offer to be made in any jurisdiction outside of Australia. The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law in those jurisdictions and therefore persons who come into possession of this Prospectus should seek legal advice on, and observe, any of those restrictions. Failure to comply with these restrictions may violate securities laws.

This Prospectus contains forward-looking statements which incorporate an element of uncertainty or risk, such as 'intends', 'may', 'could', 'believes', 'estimates', 'targets' or 'expects'. These statements are based on an external evaluation of current economic and operating conditions, as well as assumptions regarding future events. These events, as at the date of this Prospectus, are expected to

take place, but there is no guarantee that such will occur as anticipated, or at all, given that many of them are outside the Company's control.

Accordingly, the Company cannot and does not give any assurance that the results, performance or achievements expressed or implied by the forward-looking statements contained in this Prospectus will actually occur. Further the Company may not update or revise any forward looking statement if events subsequently occur or information subsequently becomes available that affects the original forward looking statement.

1.2 Re-compliance with Chapters 1 and 2 of the Listing Rules

The ASX has advised the Company that the Acquisition will constitute a change to the nature and scale of the Company's activities. Pursuant to Listing Rule 11.1.3, the ASX therefore requires the Company to re-comply with the admission requirements of Chapters 1 and 2 of the Listing Rules, as if applying for admission to the Official List of the ASX. Accordingly, this Prospectus is issued for the purpose of satisfying Chapters 1 and 2 of the Listing Rules, as well as for the purpose of raising funds under the Offer.

1.3 Conditional Offer

The Offer contained in this Prospectus is conditional on certain events occurring. Please see Section 6.2 for further information.

1.4 Electronic Prospectus

A copy of this Prospectus can be downloaded from the website of the Company at www.whiteeagleresources.com.au. Any person accessing the electronic version of this Prospectus for the purpose of making an investment in the Company must only access this Prospectus from within Australia.

Pursuant to Class Order 00/044, ASIC has exempted compliance with certain provisions of the Corporations Act to allow distribution of an electronic prospectus and electronic application form on the basis of a paper prospectus lodged with ASIC, and the publication of notices referring to an electronic prospectus or electronic application form, subject to compliance with certain conditions.

If you have received this Prospectus as an electronic Prospectus, please ensure you that you have received the entire Prospectus accompanied by the Application Form. If you have not, please contact the Company at +61 8 9486 4036 and the Company will send you, at no cost, either a hard copy or a further electronic copy of the Prospectus or both. Alternatively, you may obtain a copy of the Prospectus from the Company's website at www.whiteeagleresources.com.au.

The Company reserves the right not to accept an Application Form from a person if it has reasons to believe that when the person was given access to the electronic Application Form, it was not provided together with the electronic Prospectus and any relevant supplementary or replacement prospectus or any of those documents were incomplete or altered.

1.5 Risks

Before deciding to invest in the Company, potential investors should read the entire Prospectus and, in particular, in considering the prospects of the Company potential investors should consider the

risk factors that could affect the financial performance and assets of the Company. Investors should carefully consider these factors in light of their personal circumstances (including financial and taxation issues). The Shares offered by this Prospectus should be considered speculative. Please refer to Section 13 for details relating to risk factors.

1.6 Consolidation

Unless otherwise stated, all references in this Prospectus are made on the basis that the Consolidation, for which shareholder approval was granted at the October General Meeting, has taken effect.

1.7 Miscellaneous

All references to “\$”, “A\$”, “dollar” and “cents” are references to Australian currency unless otherwise stated.

All references to time relate to the time in Perth, Western Australia unless otherwise stated.

A number of terms and abbreviations used in this Prospectus have defined meanings which appear in Section 17.

2. Corporate Directory

Directors

Jeremy Bond (Non-Executive Director)
Stuart Richardson (Non-Executive Director)
Benjamin Bussell (Non-Executive Director)

Company Secretary

Matthew Foy

Proposed Directors

Frank Hurley (Non-executive Chairman)
Mark Niutta (Non-Executive Director)
John Toll (Non-Executive Director)

Registered Office

Office J Level 2
1139 Hay Street
West Perth WA 6005

Website

www.whiteeagleresources.com.au

Investigating Accountant

BDO Corporate Finance (WA) Pty Ltd
38 Station Street
SUBIACO WA 6008

Auditors

BDO Audit (WA) Pty Ltd
38 Station Street
Subiaco WA 6008

Lawyers

GTP Legal
Level 1, 28 Ord Street
West Perth WA 6005

Patent Attorneys

Wrays
56 Ord Street
West Perth WA 6005

Compliance Manager

Minerva Corporate Pty Ltd
Office J Level 2
1139 Hay Street
West Perth WA 6005

Joint Lead Managers

Azure Capital Limited
Level 34, Exchange Plaza
2 The Esplanade
Perth WA 6000

Blackwood Capital Pty Ltd
Level 12, 139 Macquarie Street
Sydney NSW 2000

Corporate Adviser

Azure Capital Limited
Level 34, Exchange Plaza
2 The Esplanade
Perth WA 6000

Share Registry*

Security Transfers Registrars
770 Canning Hwy
Applecross WA 6153
Telephone: (08) 9315 2333
Facsimile: (08) 9315 2233

ASX Code

Current: WEG
Proposed: XTD

* This entity is included for information purposes only and has not been involved in the preparation of this Prospectus.

3. Letter from the Board

Dear Investor

On behalf of the Directors, I am pleased to present this Prospectus and to offer you the opportunity to invest in White Eagle Resources Limited, to be renamed XTD Limited (**Company**).

This Prospectus has been issued by the Company for a public offering of up to 15,000,000 shares at \$0.20 per share to raise up to \$3,000,000. Oversubscriptions of up to a further 2,500,000 shares to raise a further \$500,000 may be accepted (**Offer**).

The Company is proposing to acquire the entire issued share capital of Lunalite International Pty Ltd (**Lunalite**).

As Lunalite moves through the launch phase of its operations in Australia, we believe the Company has an exciting future both in Australia and in many of the world's most populous cities.

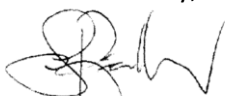
Lunalite has developed, and successfully taken to market, one of the world's first, designed for rail, cross track digital signage solution (**XTD System**). The XTD system, which has been more than two years in development, uses billboard-size LED television screens coupled to high definition sound to broadcast advertising and information to metro train commuters as they spend time waiting for a train to arrive. The system, which is remotely monitored and controlled, can broadcast content from still pictures to television commercials, movie trailers and other high definition video.

The launch of Lunalite's XTD System brings a new era of rail transport advertising to the world's major metro networks. It is a unique, new channel in out-of-home advertising. Lunalite is seeking partnerships in the world's major cities with major metro-rail operators and out-of-home media sellers who can jointly benefit from the installation of an XTD System and access advertising revenue streams that have previously not existed.

Lunalite has provided the technology infrastructure, hardware and installation for the XTD System that has been successfully launched in Melbourne. Lunalite owns the system which encompasses the 32 screens that have been installed to face 12 platforms across Melbourne's underground rail network. The Company has a seven-year contract with Metro Trains Melbourne and also up to a seven-year contract with Queensland Rail to install the system within the Brisbane metro network.

The uniqueness of the XTD System, is its highly adaptive technical capabilities and the expected growth in the out-of-home advertising sector across the world. We believe these bode very well for the future of the Company as Lunalite moves to an overseas expansion phase. On behalf of the board of Directors, I recommend this offer to you and look forward to welcoming you as a shareholder of the Company.

Yours sincerely,



Stuart Richardson
Non-Executive Director

4. Key Offer Details

Description	Number	
	Minimum Subscription	Oversubscriptions
Offer Price per Share	\$0.20	
Shares offered under the Offer	15,000,000	17,500,000
Amount to be raised under the Offer (before costs)	\$3,000,000	\$3,500,000
Total Cash on Completion of the Offer	\$3,244,807	\$3,714,274
Shares on issue before completion of the Offer	29,857,765	29,857,765
Shares to be issued to Lunalite Vendors	78,750,198	78,750,198
Total Shares on issue following completion of the Offer	123,607,963	126,107,963
Market capitalisation on completion of the Offer based on the price per Share under the Offer	\$24,721,592	\$25,221,592

Note: The figures shown above assume that the Consolidation has occurred. Exact figures will be subject to rounding effects of the Consolidation. Please refer to Section 6.8 for further details relating to the proposed capital structure of the Company.

Indicative Timetable	
Lodgement of this Prospectus with ASIC	4 November 2014
Opening Date of the Offer	4 November 2014
Closing Date of the Offer	18 November 2014
Completion of Acquisition and issue of Shares to Lunalite Vendors	27 November 2014
Issue of Shares under the Offer	1 December 2014

Dispatch of holding statements	1 December 2014
Expected date for Shares to be reinstated to trading on ASX	5 December 2014

Note: The above dates in the table are indicative only and may be varied subject to the Corporations Act, the Listing Rules and other applicable laws. In particular, the Company reserves the right to vary the Closing Date without notice, which may have a consequential effect on the other dates. Applicants are therefore encouraged to lodge their Application Form as soon as possible after the Opening Date if they wish to invest in the Company.

5. Investment Overview

This Section is not intended to provide full information for investors intending on applying for Shares offered pursuant to this Prospectus. This Prospectus should be read and considered in its entirety. The Shares offered pursuant to this Prospectus carry no guarantee in respect of return of capital, return on investment, payment of dividends or the future value of the Shares.

Topic	Summary	More Information (Section)
Introduction		
Who is the issuer of the Prospectus?	White Eagle Resources Limited ACN 147 799 951 (Company) (to be renamed 'XTD Limited')	7.1
Who is the Company and what does it do?	The Company is a public company that has been listed on the ASX since 2011. The Company's principal activities previously involved acquiring, exploring and evaluating with a view to exploiting mineral resource project opportunities. In light of difficult market conditions for junior mining companies, the Company has been evaluating high quality and value adding investment opportunities outside the commodities industry.	7.1
What is the Company's strategy?	<p>The Company is proposing to acquire the entire issued capital of Lunalite International Pty Ltd (Lunalite). Lunalite is an emerging service provider to the growing Out-of-Home Advertising (OOH Advertising) sector.</p> <p>Following completion of the Acquisition and reinstatement to quotation on the Official List of ASX, the Company's primary focus will be to develop the business of Lunalite in line with its business model.</p>	7.3
What are the Company's key assets?	<p>The Company currently owns the following exploration tenements:</p> <ul style="list-style-type: none"> • E45/2146 • E45/3464 <p>Following completion of the Offer, the Company will</p>	7.1

	<p>either sell or relinquish its interests in these tenements.</p> <p>Via the Acquisition, the Company proposes to acquire Lunalite and its assets.</p>	
What is the Offer?	<p>The Company is offering to the public 15,000,000 Shares at an issue price of \$0.20 each to raise \$3,000,000 before expenses (minimum subscription)</p> <p>Oversubscriptions of up to a further 2,500,000 Shares at an issue price of \$0.20 each to raise up to an additional \$500,000 may be accepted</p>	6.1
What are the conditions of the Offer?	<p>The Offer is conditional upon the following events occurring:</p> <ul style="list-style-type: none"> • The Company raising the minimum subscription of \$3,000,000 under the Offer; • Completion of the Acquisition; and • ASX Approving the Company's re-compliance with the admission requirements under Chapters 1 & 2 of the Listing Rules 	6.2
Why is the Offer being conducted?	<p>The purpose of the Offer is to:</p> <ul style="list-style-type: none"> • Meet the requirement that the Company re-complies with the ASX's admission requirements in accordance with Chapters 1 and 2 of the Listing Rules; • Provide equity capital to fund the installation of Lunalite's Cross Track Digital Signage Solution (XTD System) pursuant to its existing contracts with Metro Trains Melbourne Pty Ltd (MTM) and Queensland Rail; • Provide additional funds to enable Lunalite to pursue growth opportunities by seeking to secure additional contracts to install its XTD System; • Provide Lunalite with access to equity capital markets for future funding needs; and • Enhance the public profile of Lunalite and the Company. 	6.6

Proposed Acquisition		
What is the proposed Acquisition?	The proposed Acquisition involves the Company's Acquisition of the entire the issued share capital of Lunalite pursuant to the Share Sale Agreements.	15.2
What are the key terms of the Acquisition?	<p>The key terms of the Acquisition are as follows:</p> <ul style="list-style-type: none"> • The Company will issue 78,750,198 Shares (Consideration Shares) to the Lunalite Vendors for the entire issued share capital in Lunalite. • Lunalite will be entitled to appoint 3 directors to the Board (being the Proposed Directors). • In addition to the Consideration Shares, the Company will issue to the existing board and senior management team of Lunalite: <ul style="list-style-type: none"> ○ 4,500,012 Class A Performance Shares convertible into ordinary shares upon successful installation and first revenue to Lunalite from the Brisbane Contract by no later than two years from Completion; ○ 4,500,012 Class B Performance Shares convertible into ordinary shares upon t agreed security mobile application being developed and either: <ul style="list-style-type: none"> ▪ adopted by one rail operator; or ▪ achieving a minimum of 200,000 subscribers by no later than two years from Completion. ○ 4,500,012 Class C Performance Shares convertible into ordinary shares upon Lunalite achieving net revenue of at least \$5.0 million in any 12 month period by no later than three years from Completion; and ○ 15,000,038 Class D Performance Shares convertible into ordinary shares upon Lunalite being awarded an off-shore XTD contract of at least 40 screens and that contract being 	15.2

	<p>installed and generating revenue to Lunalite by no later than five years from Completion;</p> <ul style="list-style-type: none"> The Acquisition is subject to several conditions, including the Company obtaining shareholder approval (which was obtained at the October General Meeting), execution of the Share Sale Agreements, completion of the Offer and the Company re-complying with Chapters 1 and 2 of the Listing Rules. 	
Why is the Company required to re-comply with Chapters 1 & 2 of the Listing Rules?	<p>The Company received in-principle advice from the ASX that the Acquisition will constitute a change in the nature and scale of the Company's activities under Listing Rule 11.1.</p> <p>As a result, the Company is required to re-comply with Chapters 1 and 2 of the Listing Rules, being the admission requirements of the ASX, in addition to seeking the approval of Shareholders to the Acquisition.</p> <p>The Offer is therefore conditional on the Company receiving approval from the ASX that it has re-complied with the admission requirements of Chapters 1 and 2 of the Listing Rules. If this condition is not met, the Offer will not proceed, no Shares will be issued pursuant to this Prospectus and the Company will repay all Application Monies received (without interest).</p>	6.5
Who is Lunalite?	<p>Lunalite was incorporated in 2005 and was initially formed with the objective of establishing itself as a market leader of animated signage using electro-luminescence technology in the OOH Advertising sector, particularly for bus shelters and billboards. In 2009 Lunalite transitioned into digital media and has successfully designed, developed, tested and installed one of the world's first cross track digital signage solutions using large format LED screens which gives the advertising market a medium to provide digital advertising to rail commuters from a cross track location whilst they await their train.</p>	8.1
What is Lunalite's Business Model?	<p>Lunalite is targeting the growing OOH Advertising sector with its specific initial focus within the OOH Advertising Sector being rail stations. Through its XTD System, Lunalite has designed a solution which</p>	8.2

	<p>gives the advertising market a medium to provide digital advertising to rail commuters from a cross track location whilst they await their train. Lunalite has secured an exclusive seven year advertising contract with MTM and the Victorian State Government for all cross track advertising in Melbourne's underground stations and has recently successfully completed the installation of 32 XTD Systems at the Melbourne Sites (Melbourne Contract). APN Outdoor Group Ltd (APN) has been appointed as the exclusive re-seller to secure advertising content for the Melbourne Contract. Subsequent to being awarded the Melbourne Contract, Lunalite has also secured a contract for up to seven years to install 15 XTD Systems across five stations in Brisbane (Brisbane Contract). Installation of the XTD Systems under the Brisbane Contract is anticipated to commence in January 2015 and be completed in April 2015.</p> <p>In parallel with the installation, commissioning and operation of both the Melbourne and Brisbane Contracts, the Company will continue to undertake discussions with various international rail operators and media groups regarding the potential roll out its XTD System.</p> <p>Investors should note given Lunalite's limited operating history, the ability to achieve its objectives is high risk.</p>	
How does Lunalite make revenue?	<p>Through its XTD System, Lunalite provides a digital advertising medium to the advertising market. While the Lunalite business model may differ for each contract, Lunalite anticipates each contract will involve a revenue share of advertising revenue generated by the advertising space sold on the XTD system between the media buyer, media re-seller, rail operator and Lunalite.</p> <p>The revenue model for the Melbourne Contract involves a revenue share between Lunalite (44%), APN (27%), MTM (19%) and the media buyer (10%) based on a percentage of revenue received for advertising space sold on the XTD Systems.</p>	8.2
What is digital OOH Advertising?	Digital OOH Advertising involves the presentation of advertising on high quality digital screens, which may include static and/or moving images. Digital	9.1

	screens are typically positioned in high traffic locations.	
Lunalite Investment Highlights		
XTD System has been successfully tested in two separate trials	<p>Lunalite has successfully completed two separate 6 month trials for its XTD System in both Melbourne and Brisbane which have both led to long term contracts being awarded for the exclusive installation and operations of its XTD System.</p> <p>During both trials Lunalite's XTD System was subject to rigorous testing and analysis by a number of stakeholders, safety bodies and interest groups.</p>	8.4
Two long life contracts in place	<p>Lunalite has been awarded contracts for the installation of its XTD System in each of Melbourne (32 XTD Systems) and Brisbane (15 XTD Systems). The Melbourne Contract is for a period of 7 years and the Brisbane Contract is for a period of up to 7 years.</p>	15.3, 15.4
Melbourne Contract fully installed and operational	<p>Lunalite recently successfully completed on time and within budget the installation of 32 XTD Systems pursuant to the Melbourne Contract.</p> <p>APN, engaged as exclusive re-seller to secure advertising content for the Melbourne Contract, officially launched the Melbourne system on 20 October 2014. As a result, Lunalite is now in a position to earn revenue, however because this is the first time XTD Systems have been used to sell advertising space in the OOH Advertising sector the Company has no certainty around what advertising rates may be achieved or how much of the advertising space may be sold. Accordingly Lunalite is not in a position to give any guidance around likely advertising rates or revenue.</p>	8.4
XTD System offers a number of benefits over existing static advertising in rail stations	<ul style="list-style-type: none"> • Ability for digital panels to display multiple advertisements on a daily basis means they typically generate more revenue for all stakeholders than equivalent static panels. • Shorter lead times in displaying advertisements and increased flexibility of creative content. • Content can be tailored to the relevant 	8.3

	<p>station and/or platform.</p> <ul style="list-style-type: none"> Improved commuter experience with content including news, weather and rail network updates. 	
OOH Advertising Sector is an attractive and growing industry	<p>OOH Advertising in Australia is a growing segment and achieved a compound annual growth rate (CAGR) of 6.2% over FY2003 to FY2013, with an increased share of total advertising spend in Australia from 3.1% to 4.1% over the same period.</p> <p>OOH Advertising is favourably positioned relative to traditional media, in particular print media (including newspapers, magazines and print directories) which has experienced audience declines contributing to a reduced share of advertising spend.</p>	9.3
Key Risks		
<p>Prospective investors should be aware that subscribing for Shares in the Company involves a number of risks and uncertainties. The risk factors set out in Section 13, and other general risks applicable to all investments in listed securities, may affect the value of the Shares in the future. Accordingly, an investment in the Company should be considered highly speculative. This Section summaries only some of the risks which would apply to an investment in the Company and investors should refer to Section 13 for a more detailed summary of the risks</p>		
Reinstatement to the Official List of ASX	<p>The Company's Shares have been suspended since its October General Meeting. It is anticipated that the Company's Shares will remain suspended until completion of the Acquisition, Offer and Consolidation, re-compliance by the Company with Chapters 1 and 2 of the Listing Rules and compliance with any further conditions ASX imposes on such reinstatement. There is a risk that the Company will not be able to satisfy one or more of those requirements and that its Shares will consequently remain suspended from quotation</p>	13.1(a)
Limited Trading History	<p>Although Lunalite was incorporated in 2005 the XTD System business of Lunalite was only acquired in 2012. Since acquiring the business Operations have been limited (both in the sense of expenditure and revenue) particularly in the financial years ended 30 June 2012 and 2013 and have largely been limited to working with MTM, the operator of the Melbourne Metro, to focus on and demonstrate that the XTD System can deliver operationally to the required standard of MTM. The 2014 financial year saw</p>	13.1(b)

	<p>significant increase in the activities of Lunalite with the full scale installation of the XTD System under the Melbourne Contract.</p> <p>Accordingly, Lunalite is essentially a start-up company with limited trading history. Lunalite has to date principally developed its product as well as seeking patent protection. However Lunalite is now in the commercialisation phase of the business cycle and as such carries the normal risks of a start up business. Given the limited trading history of Lunalite, no assurance can be given that Lunalite will achieve commercial viability through the implementation of its business plan.</p>	
Exposure to advertising sector	<p>Lunalite's revenues and operating profits depend on spending levels in the overall advertising industry, which can fluctuate significantly based on economic conditions. Advertising spend and OOH Advertising industry spend tends to be cyclical and is highly dependent on the general condition of the economy. There is no guarantee that overall economic conditions will improve or remain stable, and there is no guarantee that the level of advertising spend in the OOH Advertising sector will increase in the future. There is a risk that advertising spend and OOH Advertising spend may contract.</p>	13.1(d)
Development and commercialisation of the XTD System	<p>Lunalite's business model is reliant on its ability to develop and commercialise its XTD System. A failure to develop and commercialise its XTD System successfully would lead to a loss of opportunities and adversely impact on the operating results and financial position of Lunalite. Furthermore, any third party developing superior technology or with greater commercial appeal in the fields in which Lunalite operates may harm the future prospects of Lunalite.</p>	13.1(e)
Brand and Reputation Risks	<p>The reputation and brand of Lunalite and its individual products are important in attracting international rail operators and OOH Advertising participants. Any reputational damage or negative publicity around Lunalite or its XTD System could adversely impact on Lunalite's business.</p>	13.1(f)
Industry and Competition	<p>Lunalite's potential competitors may include companies with substantially greater resources and access to more markets. Competitors may succeed</p>	13.1(g)

	<p>in developing products that are more effective or commercially superior than those developed by Lunalite which could render Lunalite's products obsolete and/or otherwise uncompetitive.</p> <p>In addition, Lunalite may not be able to compete successfully against current or future competitors where aggressive pricing policies are employed to capture market share. Such competition could result in price reductions, reduced gross margins and loss of market share, any of which could materially adversely impact the Company's future business, operating results and financial position.</p>	
Retention and recruitment of key personnel	<p>The emergence of Lunalite and development of its XTD System has been in large part due to the talent, effort, experience and leadership of its management team, including its CEO Steve Wildisen. Lunalite is substantially dependent on the continued service of its existing management team due to the complexity of its services and products. There is no assurance that the Company will be able to retain the services of such persons.</p> <p>Furthermore Lunalite expects to grow its sales and marketing teams in both Australia and internationally. An inability to attract quality sales and marketing personnel may adversely impact on Lunalite's growth plans and first mover advantage.</p>	13.1(i)
Additional requirements for capital	<p>Lunalite is not currently profitable. Proceeds from the Offer are primarily being used to fund the installation of the Company's XTD System pursuant to its Melbourne and Brisbane Contracts. There is no guarantee that these contracts will result in profitability for the Company. If the installation under these contracts is slower or less successful than planned, Lunalite may need to raise further capital in the future.</p>	13.1(j)
Protection of intellectual property rights	<p>If the Company fails to protect the intellectual property rights of Lunalite adequately, competitors may gain access to its technology which in turn could harm its business. Lunalite currently has no issued patents (only applications) and the Company may not be able to obtain patent protection in the future. If patents are issued in the future, they may not provide the Company with any competitive advantage, or may be challenged by third parties.</p>	13.1(k)

	Legal standards relating to the validity, enforceability and scope of protection of intellectual property rights are uncertain. Effective patent, trademark, copyright and trade secret protection may not be available to the Company in every country in which it seeks to operate. Accordingly, despite its efforts, the Company may not be able to prevent third parties from infringing upon, or misappropriating its intellectual property.	
Manufacturing and product quality risks	Lunalite currently uses third party manufacturers to produce its XTD Systems. There is no guarantee that its manufacturing partners will be able to meet Lunalite's cost, quality and volume requirements which are needed for Lunalite to be competitive.	13.1(l)
Regulatory risks	Lunalite's products must also meet regulatory requirements which are subject to continual review, including inspection by regulatory authorities. Failure by Lunalite or its suppliers to continuously comply with regulatory requirements or failure to take satisfactory corrective action in response to adverse inspection, could result in enforcement actions	13.1(m)
Concentration of Contracts	Currently Lunalite's only supply agreements are the Melbourne Contract and the Brisbane Contract. Given the limited number of these contracts Lunalite is highly reliant on their continued operation. A loss or material breach of these contracts may significantly impact the operations or financial performance of the Company.	13.1(o)
Dependency on sale of advertising spaces	<p>Lunalite is the operator of its XTD System and is reliant on its contractual relationships with media agencies who will sell the advertising spaces on the XTD System.</p> <p>The financial performance of Lunalite is dependent on the ability of such third parties to sell advertising content on the XTD System and to sell such content at a favourable rate. Such arrangements carry a risk that these parties do not adequately or fully sell the advertising content which would accordingly have a significant impact on the operations and financial performance of Lunalite.</p>	13.1(p)

Counterparty Risk	<p>MTM, the operator of the Melbourne Sites, has authority to operate the rail systems pursuant to certain contractual arrangements with the Victorian Government. This may well be the case with the other future contracts of Lunalite also. These arrangements and the performance of the operator under such arrangements are outside the control of Lunalite.</p> <p>The Melbourne Contract is reliant on MTM having authority to operate the network and grant Lunalite access to the infrastructure required to install and operate its XTD systems. If MTM (or other rail operator who is a counterparty to an agreement with Lunalite in the future) loses their contract to operate the rail services, or there is a material change to their contract, this may impact on the contract of Lunalite with the operator.</p> <p>Termination of the contract MTM has with the Victorian Government (or other rail operator, with whom Lunalite contracts, is terminated) may likely result in termination or at the least interruption to Lunalite's contract which may significantly impact Lunalite's business operations and the Company's financial performance.</p>	13.1(q)
Proposed use of funds and other key terms of the Offer		
What is the proposed use of funds raised under the Offer?	<p>The proposed use of funds raised under the Offer is to:</p> <ul style="list-style-type: none"> • Fund any outstanding payments in relation to the installation under the Melbourne Contract; • Fund the installation under the Brisbane Contract; • Marketing and business development; • Provide general working capital; and • Pay the Offer costs. 	6.7
What rights and liabilities attach to the Shares being offered?	All Shares issued under the Offer will rank equally in all respects with existing Shares on issue (on a post-Consolidation basis). The rights and liabilities attaching to the Shares are described in Section 16.	16.1
Will the Shares be quoted on the ASX?	The Company will apply for listing of the Shares on the ASX under the ASX code 'XTD' within seven days	6.5

	of the date of this Prospectus. Completion of the Offer is conditional on ASX approving this application.	
Is the Offer underwritten?	No, the Offer is not underwritten.	6.9
Who are the lead managers to the Offer?	The Company has appointed Azure Capital Ltd and Blackwood Capital Pty Ltd as the Joint Lead Managers to the Offer. The Joint Lead Managers will receive 6% of the value of the Shares placed to their clients under the Offer.	6.10
What are the tax implications of investing in the Shares?	The tax consequences of any investment in Shares will depend upon your particular circumstances. Prospective investors should obtain their own tax advice before deciding to invest.	6.21
What is the Company's dividend policy?	<p>The Company does not expect to pay dividends in the near future as its focus will primarily be on using cash reserves to grow and develop the business.</p> <p>Any future determination as to the payment of dividends by the Company will be at the discretion of the Directors and will depend upon matters such as the availability of distributable earnings, the operating results and financial condition of the Company, future capital requirements and general business and other factors considered relevant by the Directors. No assurances are given in relation to the payment of dividends, or that any dividends may attach franking credits.</p>	6.18
How do I apply for Shares under the Offer?	Applications for Shares under the Offer must be made by completing an Application Form and must be accompanied by a cheque in Australian dollars for the full amount of the application being \$0.20 per Share. Cheques must be made payable to "White Eagle Resources Ltd – Share Application Account" and should be crossed "Not Negotiable".	6.11
When will I receive confirmation that my application has been successful?	It is expected that holding statements will be sent to successful applicants by post on or about 1 December 2014	6.12
How can I find out	Questions relating to the Offer can be directed to	6.22

more about the Prospectus of Offer?	the Company on +61 8 9486 4036. Questions relating to applications for Shares can be directed to the Share Registry, Security Transfer Registrars Pty Ltd, on +61 8 9315 2333.	
Board and Management		
Who are the directors of the Company?	<p>The Existing Directors of the Company are:</p> <ul style="list-style-type: none"> • Jeremy Bond (Non-Executive Director) • Stuart Richardson (Non-Executive Director) • Benjamin Bussell (Non-Executive Director) <p>On completion of the Offer, changes will be made to the Board, with the retirement of Jeremy Bond and Benjamin Bussell and the appointment of the Proposed Directors, so that the Board will then comprise:</p> <ul style="list-style-type: none"> • Frank Hurley (Non-executive Chairman) • Mark Niutta (Non-Executive Director) • John Toll (Non-Executive Director) • Stuart Richardson (Non-Executive Director) 	14.1, 14.2 & 14.3
Who are the key management personnel?	<p>From completion of the Acquisition, the key management will include:</p> <ul style="list-style-type: none"> • Steve Wildisen (Chief Executive Officer) • Tony Haines (General Commercial Manager) 	14.4
What are the significant interests of Directors?	<p>The interests of the Existing Directors and Proposed Directors are detailed in Section 14.6</p> <p>The security holdings of the Existing Directors and Proposed Directors are set out in Section 14.6</p> <p>Section 14.8 sets out details of related party transactions with the Company from which the Existing Directors or Proposed Directors may benefit.</p> <p>Two of the Company's Current Directors, Mr Jeremy Bond and Mr Stuart Richardson (together the Vendor Directors), are also shareholders in Lunalite. The Company proposes to acquire the shares in Lunalite held by the Vendor Directors as part of the Acquisition</p> <p>One of the Current Directors, Mr Stuart Richardson, is a director and shareholder of one of the Joint Lead Managers, Blackwood Capital Pty Ltd and one of the Proposed Directors, Mr John Toll is a director and</p>	14.5, 14.6 & 14.8

	shareholder of one of the Joint Lead Managers and the Corporate Adviser to the Company in relation to the Acquisition, the Company's re-compliance with Chapters 1 and 2 of the Listing Rules and the Offer.	
Miscellaneous		
What material contracts is the Company a party to?	<p>The material contracts of the Company comprise:</p> <ul style="list-style-type: none"> • The Share Sale Agreements; • Melbourne Contract; • Brisbane Contract; • APN Agreement; and • Agency Agreement. 	15
What is the financial position of the Company and Lunalite post completion of the Offer and the Acquisition?	<p>Following the change in nature and of its activities, the Company will be focused on developing the Lunalite business. Therefore, the Company's past operational and financial performance will not be of significant relevance to future activities. However a summary of the historical income statements and statement of financial position of the Company is provided in Section 10.1.</p> <p>A summary of the historical income statements and statement of financial position of Lunalite is provided in Section 10.2 and Appendix 2 to the Independent Accountant's Report contains the pro forma financial position of the Company and Lunalite post the completion of the Offer and the Acquisition. Lunalite's historical operations have been limited with limited revenue (\$67,594 for financial year 2013 (unaudited) \$1,639 for financial year 2014 (audited)) and losses from continuing operations (\$303,294 for financial year 2013 (unaudited) \$1,222,046 for financial year 2014 (audited)).</p> <p>Further financial information regarding the Company and Lunalite is contained in Section 10 of this Prospectus and the Investigating Accountant's Report in Section 11 of this Prospectus.</p>	10 & 11
Will any Shares be subject to escrow?	<p>No Shares issued under the Offer will be subject to escrow.</p> <p>Subject to the Company's Shares being reinstated to trading on the ASX, certain Shares and Performance Shares in the Company will be classified by ASX as</p>	6.13

	restricted securities and will be required to be held in escrow for up to 24 months from the date of reinstatement.	
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6. Details of the Offer

6.1 Summary of the Offer

By this Prospectus, the Company offers 15,000,000 Shares at an offer price of \$0.20 per Share to raise funds of \$3,000,000 (before costs). Oversubscriptions of up to a further 2,500,000 Shares at an issue price of \$0.20 each to raise up to an additional \$500,000 (before costs) may be accepted. The Offer is open to the general public.

The Shares to be issued pursuant to this Prospectus are of the same class and will rank equally in all respects with the existing fully paid ordinary shares in the Company (on a post-Consolidation basis). The rights and liabilities attaching to the Shares are further described in Section 16.1 of the Prospectus.

Applications for Shares must be made on the Application Form accompanying this Prospectus and received by the Company on or before the Closing Date. Persons wishing to apply for Shares should refer to Section 6.11 for further details and instructions.

6.2 Conditional Offer

The Offer under this Prospectus is conditional upon the following events occurring:

- the Company raising the minimum subscription being the amount of \$3,000,000 under the Offer (refer to Section 6.1);
- completion of the Acquisition (refer to Section 15.2); and
- ASX approving the Company's re-compliance with the admission requirements under Chapters 1 and 2 of the Listing Rules (refer to Section 6.5),

(Conditions of the Offer).

If the Conditions of the Offer are not satisfied then the Offer will not proceed and the Company will repay all Application Monies (without interest) in accordance with the Corporations Act.

6.3 Minimum Subscription

The minimum level of subscription for the Offer is 15,000,000 Shares to raise \$3,000,000. No Shares will be issued until the minimum subscription has been received. If the minimum subscription is not received within four months after the date of this Prospectus (or such period as varied by ASIC), the Company will not issue any Shares under this Prospectus and will repay all Application Monies in accordance with the Corporations Act.

6.4 Oversubscriptions

The Company may accept oversubscriptions of up to a further \$500,000 through the issue of up to a further 2,500,000 Shares at an issue price of \$0.20 each under the Offer. The maximum amount which may be raised under this Prospectus is therefore \$3,500,000.

6.5 Re-compliance with Chapters 1 and 2 of the Listing Rules

At the Company's recent October General Meeting held on 24 October 2014, Shareholders approved, amongst other things, a change in the nature and scale of the Company's activities. To give effect to these changes, ASX requires the Company to re-comply with Chapters 1 and 2 of the Listing Rules. This Prospectus is issued to assist the Company to re-comply with these requirements.

The Company has been suspended from trading from the time of the October General Meeting and will not be reinstated until the Company has satisfied the Conditions of the Offer, including re-compliance with Chapters 1 and 2 of the Listing Rules.

There is a risk that the Company may not be able to meet the requirements for re-quotation on the ASX. In the event the Conditions of the Offer are not satisfied or the Company does not receive conditional approval for re-quotation on ASX then the Company will not proceed with the Offer and will repay all Application Monies received (without interest).

The Company will apply to ASX no later than seven days from the date of this Prospectus for ASX to grant Official Quotation of the Shares issued pursuant to this Prospectus. If the Shares are not admitted to quotation within three months after the date of this Prospectus, no Shares will be issued and Application Monies will be refunded in full without interest in accordance with the Corporations Act.

Neither ASX nor ASIC take responsibility for the contents of this Prospectus. The fact that ASX may grant Official Quotation to the Shares issued pursuant to this Prospectus is not to be taken in any way as an indication by ASX as to the merits of the Company or the Shares.

6.6 Purpose of the Offer

The purposes of the Offer are to:

- Meet the requirement that the Company re-complies with the ASX's admission requirements in accordance with Chapters 1 and 2 of the Listing Rules;
- Provide equity capital to fund the installation of Lunalite's XTD System pursuant to its existing contracts with MTM and Queensland Rail;
- Provide additional funds to enable Lunalite to pursue growth opportunities by seeking to secure additional contracts to install its XTD System;
- Provide Lunalite with access to equity capital markets for future funding needs; and
- Enhance the public profile of Lunalite and the Company.

6.7 Proposed use of Funds

The table below sets out the intended use of funds raised under the Prospectus on the basis of the Company raising the Minimum Subscription (\$3,000,000) and the full oversubscription (\$3,500,000) under the Offer in the twelve months following completion of the Offer:

Use of Funds	Minimum Subscription	Oversubscriptions
Cash on hand	\$694,000	\$694,000
Capital Raised	\$3,000,000	\$3,500,000
Total Funds Available	\$3,694,000	\$4,194,000
Remaining payments to be made in respect of the installation of the Melbourne Contract	\$700,000	\$700,000
Installation of the Brisbane Contract	\$1,700,000	\$1,700,000
Marketing and Business Development	\$250,000	\$300,000
General working capital	\$594,807	\$1,014,274
Costs of the Offer	\$449,193	\$479,726
Total	\$3,694,000	\$4,194,000

The above table is a statement of current intentions as at the date of this Prospectus. Investors should note that, as with any budget, the allocation of funds set out in the above table may change depending on a number of factors, including the outcome of operational and development activities, regulatory developments and market and general economic conditions. In light of this, the Board reserves the right to alter the way the funds are applied.

The Board is satisfied that upon completion of the Offer, the Company will have sufficient working capital to meet its stated objectives as set out in the table above.

The use of further debt or equity funding will only be considered by the Board where it is appropriate to accelerate a specific project or capitalise on further opportunities.

It is possible that future contracts secured to install Lunalite's XTD System may exceed the current or projected financial resources of the Company and it is expected that these contracts would be funded by project finance and/or equity issues (subject to any required Shareholder approvals).

6.8 Capital Structure

The proposed pro forma capital structure of the Company following completion of the Offer and the Acquisition is as follows:

Capital Structure	Post-Completion ¹	
	Minimum Subscription	Oversubscriptions
Existing Shares on issue at the date of this Prospectus	29,857,765	29,857,765
Shares to be issued under the Offer	15,000,000	17,500,000
Shares to be issued to Lunalite Vendors ²	78,750,198	78,750,198
Shares to be issued for introductory fee ³	375,000	375,000
Total Shares⁴	123,982,963	126,482,963
Performance Shares ⁵	28,500,074	28,500,074
Fully Diluted Share Capital	152,483,037	154,983,037

Notes:

1. Assumes that the Consolidation of the Company's capital on a 1 for 13.3333 basis has taken effect. The exact number of Shares on issue is subject to the rounding effects of the Consolidation.
2. These shares are to be issued in consideration of the Company acquiring all of the issued share capital in Lunalite. See Section 15.2 for further information.
3. These Shares are to be issued to Seamist Enterprises Pty Ltd in payment of an introductory fee (being an amount of \$25,000 at a deemed issue price of \$0.005 on a pre-consolidation basis). Seamist made an introduction of Lunalite to the Company. In consideration for such introduction Seamist will be paid the introduction fee.
4. Refer to Section 16.1 for the rights and liabilities attaching to Shares.
5. The Company proposes to issue 4,500,012 Class A Performance Shares, 4,500,012 Class B Performance Shares, 4,500,012 Class C Performance Shares and 15,000,038 Class D Performance Shares to the existing Board and senior management of Lunalite as part of the Acquisition (see Section 16.2 for a summary of the Performance Shares).

6.9 No underwriting

The Offer is not underwritten.

6.10 Joint Lead Managers

The Company has appointed Azure Capital Ltd and Blackwood Capital Pty Ltd as the Joint Lead Managers to the Offer. The Joint Lead Managers will receive 6% of the value of the Shares placed to their clients under the Offer. A summary of the mandate for the Joint Lead Managers is set out in Section 15.8.

6.11 Applications

Applications for Shares under the Offer can only be made using the Application Form accompanying this Prospectus. The Application Form must be completed in accordance with the instructions set out on the back of the form.

Applications under the Offer must be for a minimum of 10,000 Shares (\$2,000) and then in increments of 2,500 Shares (\$500). No brokerage, stamp duty or other costs are payable by Applicants. Cheques must be made payable to "White Eagle Resources Limited – Share Application Account" and should be crossed "Not Negotiable". All Application Monies will be paid into a trust account.

Completed Application Forms and accompanying cheques must be received by the Company before 5:00pm WST on the Closing Date at either of the following address:

Delivered to:

Security Transfers Registrars
770 Canning Highway, Applecross WA 6153

Mailed to:

Security Transfers Registrars
PO Box 535, Applecross WA 6953

Applicants are urged to lodge their Application Forms as soon as possible as the Offer may close early without notice.

An original, completed and lodged Application Form for Shares together with a cheque for the Application Monies, constitutes a binding and irrevocable offer to subscribe for the number of Shares specified in the Application Form. The Application Form does not need to be signed to be valid. If the Application Form is not completed correctly or if the accompanying payment is for the wrong amount, it may be treated by the Company as valid. The Directors' decision as to whether to treat such an application as valid and how to construe, amend or complete the Application Form is final. However an Applicant will not be treated as having applied for more Shares than is indicated by the amount of the cheque for the Application Monies.

It is the responsibility of Applicants outside Australia to obtain all necessary approvals for the issue of Shares pursuant to this Prospectus. The return of a completed Application Form will be taken by the Company to constitute a representation and warranty by the Applicant that all relevant approvals have been obtained.

6.12 Allocation of Shares

The Directors will determine the allottees of all the Shares under the Offer in consultation with the Lead Managers. The Directors (in conjunction with the Joint Lead Managers) reserve the right to reject any application or to issue a lesser number of Shares than that applied for. If the number of Shares allocated is less than that applied for, or no issue is made, the surplus Application Monies will be promptly refunded by cheque to the Applicant without interest.

Subject to ASX granting approval for quotation of the Shares, the issue of Shares will occur as soon as practicable after the Offer closes. Holding statements will be dispatched as required by ASX. It is the responsibility of applicants to determine their allocation prior to trading in the Shares.

Applicants who sell the Shares before they receive their holding statement will do so at their own risk.

6.13 Application Monies to be held in trust

Until the Shares are issued under this Prospectus, the Application Monies for Shares will be held by the Company on trust on behalf of Applicants in a separate bank account maintained solely for the purpose of depositing Application Monies received pursuant to this Prospectus. If the Shares to be issued under this Prospectus are not admitted to quotation within three months after the date of this Prospectus, no Shares will be issued and Application Monies will be refunded in full without interest in accordance with the Corporations Act.

6.14 Escrow Arrangements

Subject to the Company's Shares being reinstated to trading on the ASX, certain Shares and Performance Shares in the Company will be classified by ASX as restricted securities and will be required to be held in escrow for up to 24 months from the date of reinstatement. During the period in which these securities are prohibited from being transferred, trading in Shares may be less liquid which may impact on the ability of a Shareholder to dispose of his or her Shares in a timely manner.

The securities likely to be subject to escrow are Shares to be issued to Lunalite Vendors and Performance Shares to be issued to the management of Lunalite (as defined in the Listing Rules).

It is estimated that 43,075,042 Shares will be subject to escrow as follows:

- a. 18,624,975 Shares for 24 months from the date of Official Quotation (primarily held by Directors and promoters); and
- b. 24,450,067 Shares for 12 months from the date of issue (primarily held by seed investors).

It is estimated 4,500,012 Class A Performance Shares will be subject to escrow as follows:

- c. 4,050,011 Class A Performance Shares for 24 months from the date of Official Quotation (primarily held by Directors and management); and
- d. 450,001 Class A Performance Shares for 12 months from the date of issue (held by employees).

It is estimated 4,500,012 Class B Performance Shares will be subject to escrow as follows:

- e. 4,050,011 Class B Performance Shares for 24 months from the date of Official Quotation (primarily held by Directors and management); and
- f. 450,001 Class B Performance Shares for 12 months from the date of issue (held by employees).

It is estimated 4,500,012 Class C Performance Shares will be subject to escrow as follows:

- g. 4,050,011 Class C Performance Shares for 24 months from the date of Official Quotation (primarily held by Directors and management); and
- h. 450,001 Class C Performance Shares for 12 months from the date of issue (held by employees).

It is estimated 15,000,039 Class D Performance Shares will be subject to escrow as follows:

- i. 13,500,035 Class D Performance Shares for 24 months from the date of Official Quotation (primarily held by Directors and management); and
- j. 1,500,004 Class D Performance Shares for 12 months from the date of issue (held by employees).

Prior to the Company's Shares being reinstated to trading on the ASX, the Company will enter into escrow agreements with the recipients of the restricted securities in accordance with Chapter 9 of the Listing Rules, and the Company will announce to ASX full details (quantity and duration) of the Shares and Performance Shares required to be held in escrow.

The Company will announce to the ASX full details (quantity and duration) of the Shares and Performance Shares required to be held in escrow prior to the Shares commencing trading on ASX.

6.15 Chess and Issuer Sponsorship

The Company participates in the Clearing House Electronic Subregister System (**CHESS**). All trading on the ASX in existing Shares is, and in new Shares will be, settled through CHESS. ASX Settlement Pty Ltd (**ASXS**), a wholly-owned subsidiary of the ASX, operates CHESS in accordance with the Listing Rules and the ASX Settlement Operating Rules. On behalf of the Company, the Share Registry operates an electronic issuer sponsored sub-register and an electronic CHESS sub-register. The two sub-registers together make up the Company's principal register of securities.

Under CHESS, the Company will not issue certificates to Shareholders. Instead, Shareholders will receive a statement of their holdings in the Company. If an investor is broker sponsored, ASXS will send a CHESS statement.

The CHESS statement will set out the number of Shares issued under this Prospectus, provide details of your holder identification number, the participant identification number of the sponsor and the terms and conditions applicable to the Shares.

If you are registered on the Issuer Sponsored subregister, your statement will be dispatched by Security Transfer Registrars and will contain the number of Shares issued to you under this Prospectus and your security holder reference number.

A CHESS statement or Issuer Sponsored statement will routinely be sent to Shareholders at the end of any calendar month during which the balance of their Securityholding changes. Shareholders may request a statement at any other time, however a charge may be made for additional statements.

6.16 Risks

As with any share investment, there are risks associated with investing in the Company. The principal risks that could affect the financial and market performance of the Company are detailed in Section 13 of this Prospectus. The Shares on offer under this Prospectus should be considered speculative. Accordingly, before deciding to invest in the Company, applicants should read this Prospectus in its entirety and should consider all factors in light of their individual circumstances and seek appropriate professional advice.

6.17 Overseas Investors

This Prospectus does not, and is not intended to, constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such an offer or to extend such an invitation. The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law and persons who come into possession of this Prospectus should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws. No action has been taken to register this Prospectus or otherwise to permit a public offering of the Shares the subject of this Prospectus in any jurisdiction outside of Australia. It is the responsibility of non-Australian resident Applicants to obtain all necessary approvals for the issue to them of Shares offered pursuant to this Prospectus. The return of a completed Application Form will be taken by the Company to constitute a representation and warranty by the Applicant that all relevant approvals have been obtained.

6.18 Dividend Policy

The Company does not expect to pay dividends in the near future as its focus will primarily be on using cash reserves to grow and develop the Lunalite business. Any future determination as to the payment of dividends by the Company will be at the discretion of the Directors and will depend upon matters such as the availability of distributable earnings, the operating results and financial condition of the Company, future capital requirements, general business and other factors considered relevant by the Directors. No assurances are given in relation to the payment of dividends, or that any dividends may attach franking credits.

6.19 Forecasts

There are significant uncertainties associated with forecasting future revenues and expenses of the Company. In light of uncertainty as to timing and outcome of the Company's growth strategies and the general nature of the industry in which the Company will operate, as well as uncertain macro market and economic conditions in the Company's markets, the Company's performance in any future period cannot be reliably estimated. On this basis and after considering ASIC Regulatory Guide 170, the Directors do not believe that they have a reasonable basis to reliably forecast future earnings and accordingly forecast financials are not included in this Prospectus.

6.20 Privacy Policy

Persons who apply for Shares pursuant to this Prospectus are asked to provide personal information to the Company, either directly or through the Share Registry. The Company and the Share Registry collect, hold and use that personal information to assess applications for Shares, to provide facilities and services to Shareholders, and to carry out various administrative functions. Access to the information collected may be provided to the Company's agents and service providers and to ASX, ASIC, the Australian Taxation Office and other regulatory bodies on the basis that they deal with such information in accordance with the relevant privacy laws. If the information requested is not supplied, applications for Shares may not be processed. Collection, maintenance and disclosure of certain personal information is governed by legislation including the Privacy Act 1988 (as amended), the Corporations Act and certain rules such as the ASX Settlement Operating Rules. In accordance with privacy laws, information collected in relation to specific Shareholders can be obtained, corrected and updated by that Shareholder through contacting the Company or the Share Registry.

6.21 Taxation

It is the responsibility of all persons to satisfy themselves of the particular taxation treatment that applies to them in relation to the Offer, by consulting their own professional tax advisers. Neither the Company nor any of its Directors or officers accepts any liability or responsibility in respect of the taxation consequences of the matters referred to above.

6.22 Enquiries

This is an important document and should be read in its entirety. Investors should consult with their professional advisers before deciding whether to apply for Shares under this Prospectus. Any investment in the Company under this Prospectus should be considered highly speculative.

Questions relating to the Offer can be directed to the Company on +61 8 9486 4036.

Questions relating to the completion of an Application Form can be directed to the Share Registry on +61 8 9315 2333.

7. Overview of the Company and Proposed Acquisition

7.1 The Company

The Company was incorporated on 17 December 2010 for the primary purpose of acquiring, exploring and evaluating with a view to exploiting mineral resource projects including nickel and non-iron ore minerals at the Pardoo Project located in the Pilbara region of Western Australia and to seek new acquisitions in the resources sector, both in Australia and overseas.

The Company currently holds a 100% interest in the mining tenements set out in the table below.

Tenement	Type	Location	Prospective for
E45/2146	Exploration license	Western Australia	Base Metals
E45/3464	Exploration license	Western Australia	Base Metals

Due to difficult market conditions in the mining and exploration sector, the Company has been evaluating high quality and value adding investment opportunities outside the commodities industry to take advantage of global market trends and maximise the value of its Shares.

Subject to completion of the Acquisition the Board intends to seek opportunities to divest of the above mining tenements.

7.2 Corporate Structure

The Company has one wholly owned Australian subsidiary named Redhawk Resources Ltd (ACN 150 931 990).

7.3 Proposed Acquisition

On 26 June 2014, the Company executed a binding term sheet (**Term Sheet**) to acquire the entire issued share capital of Lunalite. The Share Sale Agreements in respect of the Acquisition are summarised in Section 15.2.

At the October General Meeting held on 24 October 2014, Shareholders approved, among other things, the Acquisition of Lunalite and the change in the nature and scale of the Company's activities. All resolutions put forward at the October General Meeting were duly passed.

As a result of the Acquisition, the Company will change the nature of its activities from a mineral exploration company to a service provider to the OOH Advertising sector. Accordingly, ASX has determined that, in order to complete the Acquisition, the Company must re-comply with Chapters 1 and 2 of the Listing Rules as if it were seeking admission to the Official List of the ASX. A primary purpose of this Prospectus is therefore to re-comply with the admission requirements under the Listing Rules.

If the Acquisition completes, the Company will either sell or relinquish its mining tenements and they will cease to form part of the assets of the Company.

8. Overview of Lunalite and its Business

8.1 History

Lunalite was incorporated in 2005 however the XTD System business of Lunalite was only acquired in 2012. Since acquiring the business operations have been limited (both in the sense of expenditure and revenue) particularly in the financial years ended 30 June 2012 and 2013 and have largely been limited to working with MTM, the operator of the Melbourne Metro, to focus on and demonstrate that the XTD System can deliver operationally to the required standard of MTM. The 2014 financial year saw significant increase in the activities of Lunalite with the full scale installation of the XTD System under the Melbourne Contract

Lunalite has historically been contracted to build animated poster projects for media companies in the world including APN, JCDecaux and ADShell. These were delivered and installed both in Australia and internationally, including Greece, Malaysia, Mexico, New Zealand, Singapore, Thailand, United Kingdom and U.S.A.

In 2009 Lunalite transitioned into digital media, developing a capability in a specialist space in OOH Advertising. For the past two years, Lunalite has been working with MTM to design and develop one of the world's first cross track digital systems using large format LED screens. This work involved intensive testing and needed the approval of key stakeholders including MTM management and various trade unions, which have now been given. Having one of the few approved systems in the world provides Lunalite with a competitive advantage.

8.2 Business Model

Lunalite is targeting the growing Out-of-Home Advertising sector. In Australia in 2013, total revenue from the OOH Advertising sector was estimated to be \$544 million across formats including billboards, street furniture, taxis, bus and tram externals, and airports.

Lunalite's specific initial focus within the OOH Advertising sector is rail stations. Globally, hundreds of millions of commuters use rail stations everyday and media companies throughout the world understand the financial benefits of advertising to commuters as they wait for their trains, namely:

- Large volume captured audiences with long dwell times; and
- Audience demographics for various locations can be well specified.

The cross track static format of advertising within train stations has its origins back in the London Underground of the 1890s and is one of the world's oldest forms of advertising. The London Underground developed the cross-track static format as an advertising and information medium using commercial artists to draw large-format pictorial posters that were placed on station walls opposite where rail users waited for their trains.

Since those very early days cross track has developed into one of the most unique, sophisticated and effective forms of advertising and is utilised in the metro rail systems of a large number of the world's major cities. Cross track is a highly effective form of advertising because of the mindset and the dwell time experienced by commuters on their train platforms. Even to this day with more frequent train services, commuters still spend an average of 12 minutes a day on platforms.

The first digital projection in cross track started to appear in 2007, but Lunalite has developed one of the world's first 'designed for rail' digital LED cross-track screen system that brings lounge-room quality images and sound to engage with commuters while they are open to new information and ready to be entertained.

Through its proprietary XTD System, Lunalite has designed a complete cross-track digital media system that brings potential new revenue streams to major metro rail operators and OOH Advertising companies.

At the heart of the adaptable system are large-format high-definition digital media screens that complement any existing metro cross-track advertising displays. The system engages rail commuters with crystal clear video images supported by high-definition sound in the immediate proximity.



XTD System installations have been designed as a stand-alone digital media channel that does not use or interfere with any existing station controls or monitoring equipment. This enables the system to be easily installed within almost any metro train network in the world, both underground and above ground. The screens and all components including hardware and software are designed to be low maintenance and are monitored continually.

The highly adaptable XTD System broadcasts in time spans ranging from eight seconds up to 60-second movie previews and infomercials. The system can also be localised to include up-to-the-minute information for rail commuters, by station, including timetable announcements, local weather, event details and news.

Lunalite has secured an exclusive seven year advertising contract with MTM and the Victorian State Government for all cross track advertising in Melbourne's underground stations. APN has been appointed as the exclusive re-seller to secure advertising content for the Melbourne Contract (**APN Contract**). Subsequent to being awarded the Melbourne Contract, Lunalite secured the Brisbane Contract which covers the installation and operation of 15 XTD Systems. Further details on the Melbourne, Brisbane and APN Contracts are set out in Section 15.

The Melbourne and Brisbane Contracts are the first of a number of similar projects Lunalite intends to pursue. Lunalite plans to use the fully operational Melbourne site as its 'flagship' to demonstrate the capability to other train operators and media groups globally. Lunalite intends to implement the following strategy to assist in securing additional contracts to install its XTD System:

1. Identify Potential Sites
 - Seek to leverage existing media industry relationships established through previous Lunalite animated signage operations and also existing rail operator relationships including Hong Kong listed MTR Corporation who own MTM and operate rail networks in Hong Kong, London, Stockholm, Beijing, Schenzhen and Hangzhou
2. Negotiate Long Term Contracts
 - Use the Melbourne Contract as an operating case study to sell the merits of the XTD System to potential customers
 - Negotiate long term contracts to install XTD System and sell exclusive cross track digital media space
 - Contracts may be negotiated with either the rail operator or the incumbent media group who is currently providing static cross track advertising
3. Install XTD System
 - Install proprietary XTD System into contracted stations

Whilst the revenue model may differ for each contract, Lunalite anticipates each contract will involve a revenue share of advertising revenue generated by the advertising space sold on the XTD system between the media buyer, media re-seller, rail operator and Lunalite. The revenue model for the Melbourne Contract involves a revenue share between Lunalite, APN, MTM and the media buyer based on a percentage of revenue received for advertising space sold on its XTD Systems as follows:



8.3 XTD System

The key attributes of Lunalite's XTD System include:

- Custom engineered large format digital LED screens with stereo sound to display TV commercials;
- Wirelessly coupled to a proprietary XTD train approaching system;
- Dynamic content management system software which enables adverts to be changed wirelessly at any time;
- Meets Occupational Health and Safety (OHS) and regulatory requirements to satisfy both government and rail operator requirements as evidenced by completion of successful 6 month trials in both Melbourne and Brisbane; and
- Offers a server platform to install phase two of the XTD package – “the App” to provide a personalised rail security and direct advertising capability.

The XTD System offers the following benefits to media buyers:

- Increase revenue through the ability to sell more advertising each month;
- Increased flexibility by being able to sell advertising content in either 8 second stills, 15 second animated slides or TV commercials, 30 second TV commercials or 60 second movie previews or infomercials;
- Known time, events, location and audience. The dynamic visual delivery system allows advertising to be changed many times throughout the day (day parting) or to capture specific demographics;
- Content can reflect current weather, traffic conditions, event details and news;
- Content can be tailored to the relevant station and/or platform; and
- Audience demographic and psychographic information can be well specified.

The XTD system offers the following benefits to the rail operator:

- Increased revenue by virtue of a ratio of approximately 6 to 1 when comparing commissions from digital advertising versus static posters; and
- Improved commuter experience with content including news, weather and rail network updated.

8.4 Current Contracts

Lunalite has been awarded a seven year contract with MTM for the installation of 32 XTD Systems across 12 platforms at Melbourne’s 3 underground train stations. Lunalite recently successfully completed, on time and within budget, the installation of XTD Systems pursuant to the Melbourne Contract with APN officially launching the system on 20 October 2014. As a result, Lunalite is now in a position to earn revenue, however because this is the first time XTD Systems have been used to sell advertising space in the OOH Advertising sector the Company has no certainty around what advertising rates may be achieved or how much of the advertising space may be sold. Accordingly Lunalite is not in a position to give any guidance around likely advertising rates or revenue.

Lunalite has also been awarded a contract with Queensland Rail for up to seven years to install 15 XTD Systems across 7 platforms at 5 Brisbane rail stations. Lunalite is schedule to commence the installation of the XTD Systems pursuant to the Brisbane Contract in early January 2015 and estimates a total cost to complete of approximately \$1.7 million. The installation is expected to be completed in April 2015.

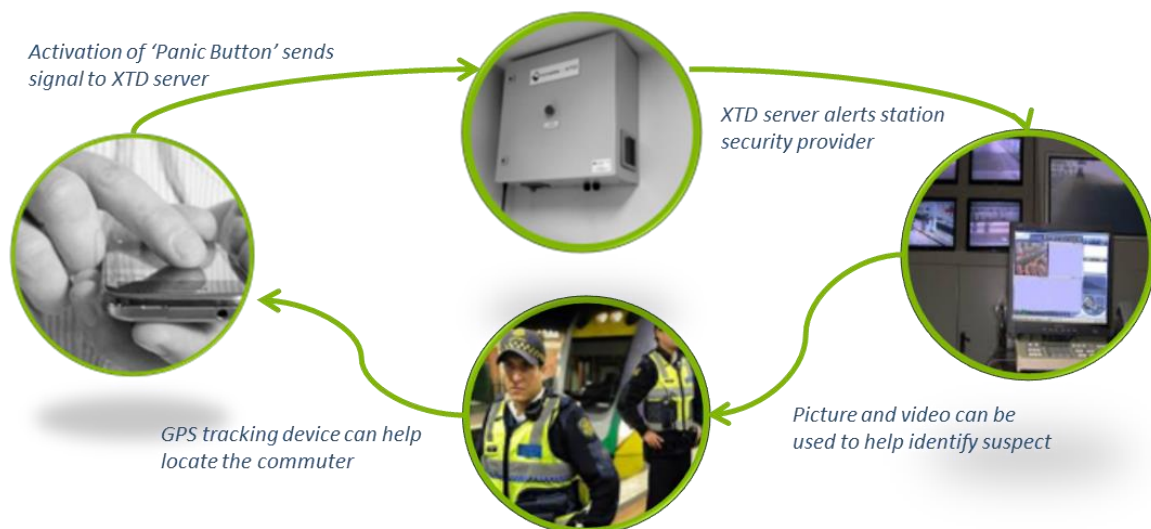
In conjunction with the installation and commissioning of the Melbourne and Brisbane Contracts, Lunalite is undertaking further discussions with various international rail operators and media groups regarding the potential roll out of its XTD System on international rail networks.

Further details on both the Melbourne and Brisbane Contracts are set out in Section 15.

8.5 PROtechT Mobile Security App

In a complementary offering to its XTD System, Lunalite is currently developing a mobile phone application which leverages its XTD System server platform to provide a personalised rail security (**PROtechT**) and direct advertising capability.

It is intended that PROtechT will be downloaded for free by consenting commuters and promoted by the rail operator and/or relevant state authority. Once downloaded, commuters will then have the capability to activate a panic button if they feel threatened which will communicate with Lunalite's servers at a monitoring station and alert the rail stations contracted security firm or the police. A continued tracking link to Lunalite's server then tracks the GPS location of the phone until it is disengaged via a PIN. In addition, to assist the security service provider, picture and video can also be captured by the commuter's phone. The proposed application of PROtechT is summarised in the figure set out below.



To download the free PROtechT App, it is intended that commuters will be required to provide personal details and agree to receive Rich Push Text Messages. Lunalite's XTD System servers can then identify commuters via their smart mobile devices on a station and send Rich Push Text Messages to demographic, budget and time tailored audience. These messages can be 'takeaway messages' and/or 'call to action' messages for an advertisement running on the XTD screens. It is Lunalite's intention to carefully manage the number of promotions to maintain impact and avoid consumer lethargy.

8.6 Patents

The Company has made an application to protect its XTD System described as "a system which includes a number of large colour LED screens which are installed in train stations and which are connected to a server which in turn is connected to a number of sensors. The sensors and the server, in conjunction, control the content displayed on the LED screens".

Information relating to the patent application of Lunalite is set out in the Patent Report in Section 12 of this Prospectus.

8.7 Lunalite Financial Information

Information relating to the financial information of Lunalite is set out in the Investigating Accountant's Report in Section 11 of this Prospectus.

9. Industry Overview

9.1 OOH Advertising Market

Lunality operates in the OOH Advertising industry which is a segment of the broader advertising industry. The OOH Advertising industry covers the following four primary categories:

OOH Advertising categories



Roadside billboards

- Large format billboards
- Small format billboards
- Static and digital



Roadside other

- Street furniture
- Taxis
- Tram/bus externals



Transport

- Airports (Domestic / International)
- Rail side / concourse billboard



Retail

- Shopping centres
- Lifestyle venues

9.2 OOH Advertising Value Chain

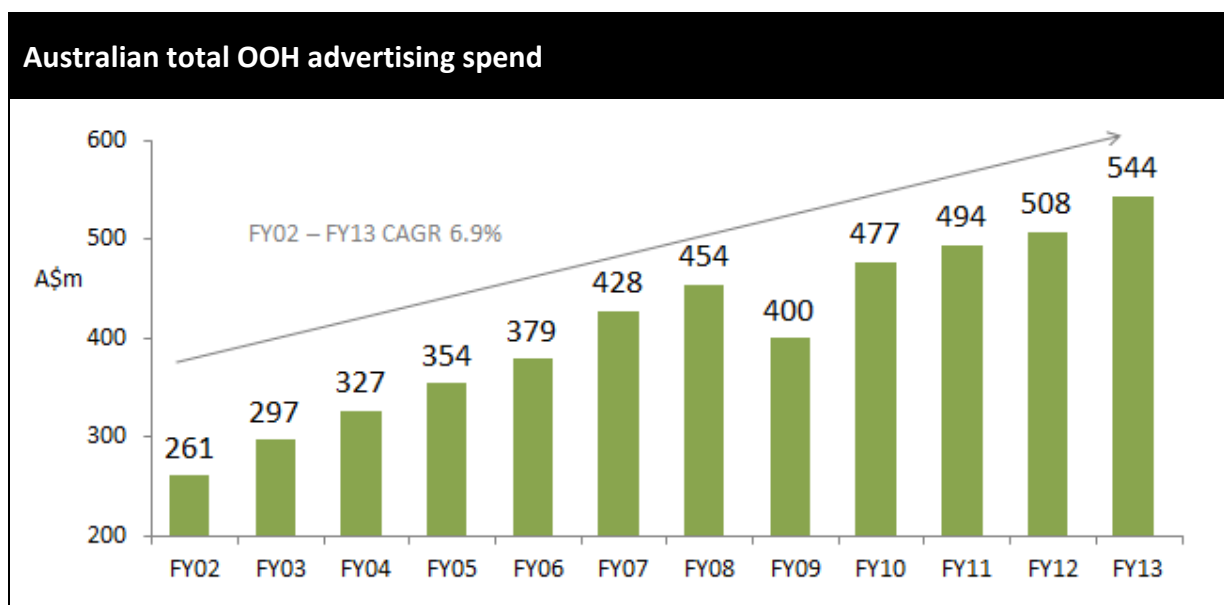
The value chain in an OOH Advertising campaign typical encompasses four participants; advertisers, media agencies, outdoor advertising operations and Landlord/asset owners.

Commonly advertisers will confirm a budget and set of objectives for a particular campaign and then work with a media agency to select the appropriate media channels. A brief would then be prepared by the media agency and provided to the OOH Advertising operators and used as the basis for discussions and negotiations regarding bookings.

Separate to this process, the OOH Advertising operator will have agreements in place with landlords and asset owners such as building owners and transit authorities where their display assets are located. These agreements are typically structured as a lease with either a fixed rent or a combination of fixed rent plus revenue share.

9.3 OOH Advertising Market in Australia

In FY2013, the Australian OOH Advertising industry recorded net revenue of \$544 million. The Australian OOH Advertising industry grew 7.1% from \$508 million in FY2012 and has almost doubled since FY2002, growing at a CAGR of 6.9%.



The top 10 out-of-home advertisers by revenue in Australia in 2013 are set in the following below:

#	Advertiser	\$ million	% of OOH Advertising revenue
1	HSBC	18.4	3.4%
2	Lion Nathan	15.2	2.8%
3	NSW Government	14.0	2.6%
4	McDonalds	10.5	1.9%

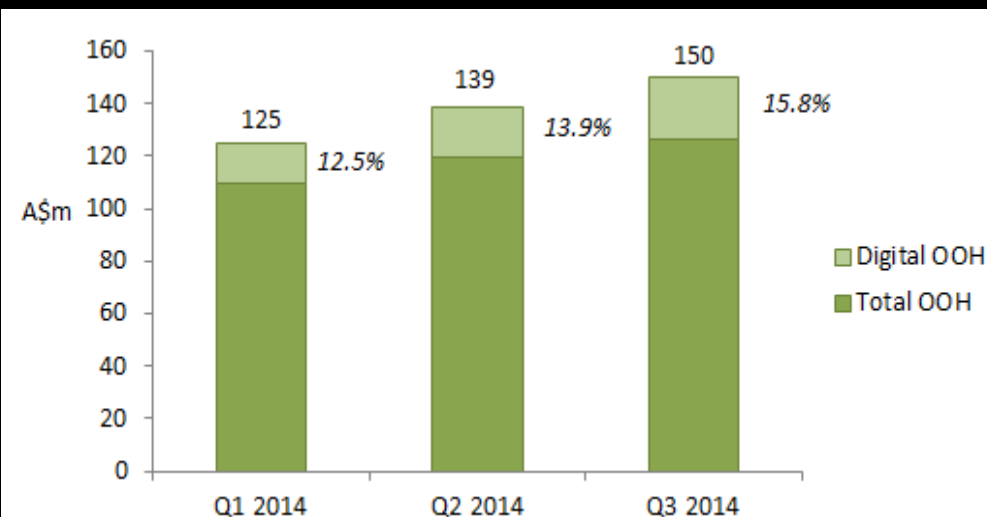
5	Commonwealth Bank of Australia	10.4	1.9%
6	Village Roadshow	9.7	1.8%
7	Nissan	9.1	1.7%
8	Foxtel	9.0	1.7%
9	Telstra	8.4	1.5%
10	SABMiller	8.4	1.5%

9.4 Digital OOH Advertising

Digital OOH Advertising, which is the display of advertising on high quality digital screens, is seen as one of the major growth drivers for the OOH Advertising sector. The ability for digital panels to display multiple advertisements on a daily basis, which can include still and/or moving images, mean they typically generate more revenue compared to static panels.

The proportion of digital OOH Advertising as a percentage of total OOH Advertising spend has grown consistently over the past three quarters, highlighting the strong shift to this medium. In the last year the proportion of digital OOH Advertising increased from 12.5% in the first quarter 2014, to 15.8% in the third quarter 2014.

Digital OOH Advertising revenue results



Digital OOH Advertising as a percentage of total OOH Advertising revenue year to date Q3 2014

9.5 Benefits of OOH Advertising

Management of Lunalite and the Company believe that there are a number of characteristics that make the OOH Advertising sector a unique medium that delivers distinct benefits to advertisers. These include:

- ✓ High Impact – dominant visibility, strong branding and messaging that stands out from the environment
- ✓ Engaging – the right message and the right creative are extremely engaging
- ✓ Cost Effective – studies have shown campaigns with greater than 15% of the total spend on OOH have higher return on investment
- ✓ Media Multiplier – improves the return on investment of other media
- ✓ Sustained Awareness – effective way of increasing reach and recall of a campaign
- ✓ Impacts Path to Purchase – location-based technology provides consumers with access to brands and relevant content on their path to purchase

10. Financial Information

10.1 The Company

This section contains a summary of the historical income statements and statement of financial position of the Company for the 2012, 2013 and 2014 years (all audited) that the Directors and Proposed Directors consider relevant to investors. The financial information presented is in an abbreviated form and does not contain all of the disclosures that are usually contained in statutory accounts prepared in accordance with the Corporations Act.

White Eagle Financial Information	FY 2012	FY 2013	FY 2014
	audited actual	audited actual	audited actual
Total revenue	27,633	4,940	12,903
Operating expenses	(1,332,990)	(683,762)	(342,017)
EBITDA	(1,305,357)	(678,822)	(329,114)
Depreciation	(15,366)	(5,155)	-
EBIT	(1,320,723)	(683,977)	(329,114)
Interest income (expense)	-	-	-
NPBT	(1,320,723)	(683,977)	(329,114)
Tax	-	-	-
NPAT	(1,320,723)	(683,977)	(329,114)
Total assets	333,667	408,897	941,684
Total liabilities	329,966	41,148	37,829
Net assets	3,701	367,749	903,855

BDO Corporate Finance (WA) Pty Ltd has prepared an Investigating Accountants' Report which incorporates the audited financial information for the Company to 30 June 2014. Please refer to Section 11 of the Prospectus for further information.

The audited financial statements (inclusive of significant account policies) of the Company for the financial years 2012, 2013 and 2014 are available on the Company's website at www.whiteeagleresources.com.au or by request to the Company on +61 8 9486 4036.

10.2 Lunalite

Although Lunalite was incorporated in 2005 the XTD System business of Lunalite was only acquired in 2012. Since acquiring the business operations have been limited (both in the sense of expenditure and revenue) particularly in the financial years ended 30 June 2012 and 2013 and have largely been limited to working with MTM, the operator of the Melbourne Metro, to focus on and demonstrate that the XTD System can deliver operationally to the required standard of MTM. The 2014 financial year saw significant increase in the activities of Lunalite with the full scale installation of the XTD System under the Melbourne Contract.

Accordingly Lunalite is essentially a start-up company with limited trading history. Lunalite is now in the commercialisation phase of the business cycle and as such carries the normal risks of a start up business. Given the limited trading history of Lunalite, no assurance can be given that Lunalite will achieve commercial viability through the implementation of its business plan.

This section contains a summary of the historical income statements and statement of financial position of Lunalite for the 2012, 2013 (both unaudited) and 2014 (audited) that the Directors and Proposed Directors consider relevant to investors. The financial information presented is in an abbreviated form and does not contain all of the disclosures that are usually contained in statutory accounts prepared in accordance with the Corporations Act.

Lunalite Financial Information	FY 2012 unaudited actual	FY 2013 unaudited actual	FY 2014 audited actual
Total revenue	153,776	67,594	1,639
Operating expenses	(291,876)	(351,047)	(1,210,134)
EBITDA	(138,100)	(283,453)	(1,208,495)
Depreciation	(23,953)	(19,841)	(13,551)
EBIT	(162,053)	(303,294)	(1,222,046)
Interest income (expense)	-	-	-
NPBT	(162,053)	(303,294)	(1,222,046)
Tax		-	-
NPAT	(162,053)	(303,294)	(1,222,046)
Total assets	347,938	1,118,085	2,783,289
Total liabilities	45,894	300,837	1,762,792
Net assets	302,044	817,248	1,020,497

BDO Corporate Finance (WA) Pty Ltd has prepared an Investigating Accountants' Report which incorporates the audited financial information for Lunalite to 30 June 2014. Please refer to Section 11 of the Prospectus for further information.

Lunalite's financial statements for the financial year ended 30 June 2014 have been audited by BDO Audit (WA) Pty Ltd who has issued a qualified audit opinion as the financial report for Lunalite for 30 June 2013 was unaudited. As a result, BDO was unable to obtain sufficient appropriate audit evidence regarding the statement of comprehensive income, statement of changes in equity and cash flow statement for the comparative year.

The Directors and Proposed Directors consider that audited financial statements for the financial years 2012 and 2013 for Lunalite are not required to be provided to investors due to the limited nature of the activities conducted during these financial years as detailed earlier in this Section. Audited accounts for Lunalite for the financial years 2012 and 2013 have not been prepared.

The audited financial statements (inclusive of significant account policies) of Lunalite for the financial year 30 June 2014 are available on the Company's website at www.whiteeagleresources.com.au or by request to the Company on +61 8 9486 4036.

10.3 Pro-forma statement of financial position

A consolidated pro-forma historical statement of financial position as at 30 June 2014 for the Company is contained in Appendix 2 of the Investigating Accountant's Report.

The pro-forma historical financial information has been derived from the historical financial information of the Company, after adjusting for the effects of any subsequent events described in section 7 and the pro forma adjustments described in section 8 of the Investigating Accountant's Report. The stated basis of preparation is the recognition and measurement principles contained in Australian Accounting Standards applied to the historical financial information and the events or transactions to which the pro-forma adjustments relate, as described in section 7 and section 8 of the Investigating Accountants' Report, as if those events or transactions had occurred as at the date of the historical financial information. Due to its nature, the pro-forma historical financial information does not represent the Company's actual or prospective financial position.

Shareholders should read the Investigating Accountant's Report in full before making any investment decision.

11. Investigating Accountant's Report



WHITE EAGLE RESOURCES LTD (TO BE
RENAMED XTD)
Investigating Accountant's Report

31 October 2014

31 October 2014

The Directors
White Eagle Resources
Office J, Level 2,
1139 Hay Street
West Perth WA 6005

Dear Sirs

INVESTIGATING ACCOUNTANT'S REPORT

1. Introduction

We have been engaged by White Eagle Resources Limited ('White Eagle' or 'the Company') to prepare this Investigating Accountant's Report ('Report') on the historical financial information and pro forma historical financial information of White Eagle for inclusion in the Prospectus ('Prospectus'). The Prospectus is required under Australian Securities Exchange ('ASX') requirements for White Eagle to re-comply with Chapters 1 and 2 of the ASX Listing Rules, as a result of White Eagle entering into an agreement to acquire 100% of Lunalite International Pty Ltd ('Lunalite').

Broadly, the Prospectus will offer up to 17,500,000 Shares at an issue price of \$0.20 each to raise up to \$3.5 million before costs ('the Offer'). The Offer is subject to a minimum subscription level of 15,000,000 to raise \$3 million.

The Company intends to perform a consolidation of the Company's share capital on a 1 for 13.3333 basis, with any fractional entitlements being rounded up to the nearest whole share ('Capital Consolidation'). All references to a share on issue in our Report are on a post Capital Consolidation basis unless otherwise stated.

Expressions defined in the Prospectus have the same meaning in this Report. BDO Corporate Finance (WA) Pty Ltd ('BDO') holds an Australian Financial Services Licence (AFS Licence Number 316158).

2. Scope

Historical financial information

You have requested BDO to review the following historical financial information of White Eagle included in the Prospectus:

- The Statement of Financial Performance for the year ended 30 June 2014;
- The Statement of Financial Position as at 30 June 2014; and
- The Statement of Changes in Equity for the year ended 30 June 2014.

(collectively the 'historical financial information').

The historical financial information has been prepared in accordance with the stated basis of preparation, being the recognition and measurement principles contained in Australian Accounting Standards and White Eagle's adopted accounting policies. The historical financial information has been extracted from the financial report of White Eagle for the year ended 30 June 2014, which was audited by BDO Audit (WA) Pty Ltd in accordance with the Australian Auditing Standards. BDO Audit (WA) Pty Ltd issued an unmodified opinion on year's financial report. The historical financial information of Lunalite has been audited by BDO Audit (WA) Pty Ltd in accordance with Australian Auditing Standards. BDO Audit (WA) Pty Ltd issued an unmodified opinion on the financial report.

The historical financial information is presented in the Appendices to this report in an abbreviated form, insofar as it does not include all of the presentation and disclosures required by Australian Accounting Standards and other mandatory professional reporting requirements applicable to general purpose financial reports prepared in accordance with the *Corporations Act 2001*.

Pro Forma historical financial information

You have requested BDO to review the pro forma historical statement of financial position as at 30 June 2014 for White Eagle referred to as the 'pro forma historical financial information'.

The pro forma historical financial information has been derived from the historical financial information of White Eagle, after adjusting for the effects of any subsequent events described in section 7 and the pro forma adjustments described in section 8. The stated basis of preparation is the recognition and measurement principles contained in Australian Accounting Standards applied to the historical financial information and the events or transactions to which the pro forma adjustments relate, as described in section 7 and section 8, as if those events or transactions had occurred as at the date of the historical financial information. Due to its nature, the pro forma historical financial information does not represent the company's actual or prospective financial position.

3. Background

White Eagle was officially admitted to the ASX on 5 May 2011. At the time of admission the Company had the right to earn up to an initial 70% interest in the Pardoo Project which was 100% owned by Segue Resources Limited ('Segue').

Following admission, the Company sought to acquire additional interests in a copper project in Kazakhstan and a silver project in Tajikistan. However, due to the size of the transactions, the Company's shares were suspended from trading pending the approval of shareholders for a change in the nature and scale of the Company's activities. Due to market conditions and a lack of funds, the Company was unable to complete its obligations under these transactions and the Company's shares have remained suspended from trading on the ASX since 8 June 2011. The Company has since settled any outstanding claims in relation to these projects.

In December 2012, the Company undertook a rights issue in order to get its shares reinstated to trading. However, the Company was not successful in meeting the minimum ASX cash requirements and as a result its shares were not reinstated to trading by 30 June 2013 and the original agreement with Segue regarding the Pardoo Project expired.

On 28 August 2013, the Company announced that it had entered into an agreement with Segue to purchase two out of the original four Pardoo Project tenements for a cash consideration of \$20,000.

On 27 June 2014 the Company advised it had entered into a binding terms sheet with the shareholders and board of Lunalite to acquire 100% of Lunalite ('the Acquisition'). Lunalite operates in the expanding digital outdoor media sector. Lunalite has successfully designed, installed and tested one of the world's first Cross Track Digital Media systems ('XTD') using large format LED screens to replace the current static print cross track media posters found in rail stations.

The consideration payable by White Eagle for the Acquisition will be as follows:

- i. 78,750,198 ordinary shares to be issued upon completion of the Acquisition ('Consideration Shares'); and
- ii. The issue of 28,500,074 performance shares which will each convert into 1 ordinary share in the capital of White Eagle upon achievement of each of the performance milestones listed below ('Consideration Performance Shares'):
 - A. Performance Milestone 1: 4,500,012 Performance Shares upon first revenue to Lunalite from Queensland Contract. This milestone expires two years from completion of the Acquisition;
 - B. Performance Milestone 2: 4,500,012 Performance Shares upon the security mobile application being developed and either being adopted by one rail operator or achieving a minimum of 200,000 subscribers. This milestone expires two years from completion of the Acquisition;
 - C. Performance Milestone 3: 4,500,012 Performance Shares upon Lunalite generating total revenue of at least \$5 million in any 12 month period. This milestone expires three years from completion of the Acquisition; and
 - D. Performance Milestone 4: 15,000,038 Performance Shares upon Lunalite being awarded an off-shore XTD contract of at least 40 screens and that contract being successfully installed and generating revenue to Lunalite. This milestone expires within 5 years completion.

4. Director's responsibility

The directors of White Eagle are responsible for the preparation of the historical financial information and pro forma historical financial information, including the selection and determination of pro forma adjustments made to the historical financial information and included in the pro forma historical financial information. This includes responsibility for such internal controls as the directors determine are necessary to enable the preparation of historical financial information and pro forma historical financial information that are free from material misstatement, whether due to fraud or error.

5. Our responsibility

Our responsibility is to express a limited assurance conclusion on the financial information based on the procedures performed and the evidence we have obtained. We have conducted our engagement in accordance with the Standard on Assurance Engagement ASAE 3450 *Assurance Engagements involving Corporate Fundraisings and/or Prospective Financial Information*.

A review consists of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Australian Auditing Standards and consequently does not enable us to obtain reasonable assurance that we would

become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Our engagement did not involve updating or re-issuing any previously issued audit or review report on any financial information used as a source of the financial information.

6. Conclusion

Historical financial information

Based on our review, which was not an audit, nothing has come to our attention which would cause us to believe the historical financial information as set out in the Appendices to this report does not present fairly, in all material aspects, the financial performance for the year ended 30 June 2014 or the financial position as at 30 June 2014 in accordance with the stated basis of preparation as described in section 2.

Pro-forma historical financial information

Based on our review, which is not an audit, nothing has come to our attention that causes us to believe that the pro forma historical financial information is not presented fairly in all material respects, in accordance with the stated basis of preparation as described in section 2.

7. Subsequent Events

The pro-forma statement of financial position reflects the following events that have occurred subsequent to the period ended 30 June 2014:

- A condition precedent of the Acquisition was that Lunalite raise \$2.65 million before costs. \$1.47 million of this amount was sitting in other receivables at 30 June 2014. This amount was subsequently received and an adjustment has therefore been made to cash. Subsequent to 30 June 2014 Lunalite raised the remaining \$1.18 million, of which there was \$192,000 in associated costs. These costs were broken down into \$42,000 paid in cash and \$150,000 paid through the issue of Lunalite shares;
- Between the period 1 July 2014 and 31 October 2014 Lunalite has incurred net costs totalling approximately \$2.65 million. These costs relate to the purchase and installation of 32 cross track digital media systems across the Melbourne underground rail network;
- At 30 June 2014 other payables of Lunalite included \$177,035 that related to cash received from a capital raising in which shares were yet to be issued. The shares were issued subsequent to year end;
- The 30 June 2014 Lunalite financial statements included convertible borrowings of \$150,000 that were repaid through the issue of 1.25 million Lunalite shares;
- At 30 June 2014, \$525,000 of the accruals in Lunalite related to remuneration owing to the directors. This liability was settled through the issue of 2.625 million Lunalite shares; and
- Currently there are no reasonable grounds in which to assess the likelihood of the various Performance Milestones being met, resulting in the issue of up to 28,500,074 Consideration Performance Shares. Therefore, we have not made any adjustments to the pro-forma Statement of Financial Position.

Apart from the matters dealt with in this Report, and having regard to the scope of our Report, to the best of our knowledge and belief, no other material transactions or events outside of the ordinary business of the Company have come to our attention that would require comment on, or

adjustment to, the information referred to in our Report or that would cause such information to be misleading or deceptive.

8. Assumptions Adopted in Compiling the Pro-forma Statement of Financial Position

The pro-forma statement of financial position post issue is shown in Appendix 2. This has been prepared based on the reviewed financial statements as at 30 June 2014, the subsequent events set out in section 7, and the following transactions and events relating to the issue of Shares under this Prospectus:

- Under the Acquisition \$25,000 post consolidation shares are to be issued to advisors for introductory advisory services, which equated to 375,000 shares at the time of the agreement;
- The issue of 15 million Shares at an offer price of \$0.20 each to raise \$3 million before costs pursuant to the Prospectus, based on the minimum subscription and the issue of up to 17.5 million Shares at an offer price of \$0.20 each to raise \$3.5 million before costs based on the maximum subscription; and
- Costs of the Offer are estimated to be \$449,193 based on the minimum subscription and \$479,726 based on the maximum subscription, which are to be offset against the contributed equity.

9. Disclosures

BDO Corporate Finance (WA) Pty Ltd is the corporate advisory arm of BDO in Perth. Without modifying our conclusions, we draw attention to the Prospectus, which describes the purpose of the financial information, being for inclusion in the Prospectus. As a result, the financial information may not be suitable for use for another purpose.

Neither BDO Corporate Finance (WA) Pty Ltd nor BDO, nor any director or executive or employee thereof, has any financial interest in the outcome of the proposed transaction except for the normal professional fee due for the preparation of this Report.

Consent to the inclusion of the Investigating Accountant's Report in the Prospectus in the form and context in which it appears, has been given. At the date of this Report, this consent has not been withdrawn.

Yours faithfully

BDO Corporate Finance (WA) Pty Ltd



Adam Myers

Director

APPENDIX 1
WHITE EAGLE
CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

This consolidated statement of profit or loss and other comprehensive income shows the historical financial performance of Company and is to be read in conjunction with the notes to and forming part of the historical financial information set out in Appendix 4 and the prior year financial information set out in Appendix 5. Past performance is not a guide to future performance.

Statement of Comprehensive Income	Audited year ended 30-Jun-14
White Eagle	\$
Revenue from continuing operations	12,903
Profit on disposal of asset	-
Other expenses	(86,432)
Exploration expenditure written off	(140,108)
Finance costs	-
Joint venture extension written off	-
Loss on disposal of property, plant and equipment	-
Personnel costs	(30,000)
Professional fees	(85,477)
Loss from continuing operations before income tax	(329,114)
Income tax expense	-
Total comprehensive loss for the year	(329,114)

APPENDIX 2

WHITE EAGLE

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

The pro-forma statement of financial position after the Offer is as per the statement of financial position before the Offer adjusted for any subsequent events and the transactions relating to the issue of shares pursuant to this Prospectus. The statement of financial position is to be read in conjunction with the notes to and forming part of the historical financial information set out in Appendix 4 and the prior year financial information set out in Appendix 5.

		White Eagle Audited as at 30-Jun- 14 \$	Lunalite Audited as at 30-Jun- 14 \$	Subsequent events \$	Pro-forma adjustments \$3 million raising \$	\$3.5 million raising \$	Pro-forma after issue \$3 million raising \$	\$3.5 million raising \$
	Notes							
Current assets								
Cash and cash equivalents	2	914,494	276,373	(42,000)	2,550,807	3,020,274	3,699,674	4,169,141
Other Receivables	3	27,190	1,537,935	(1,470,000)	-	-	95,125	95,125
Plant and Equipment	4	-	-	2,650,000	-	-	2,650,000	2,650,000
Total current assets		941,684	1,814,308	1,138,000	2,550,807	3,020,274	6,444,799	6,914,266
Non-current assets								
Plant and equipment		-	97,696	-	-	-	97,696	97,696
Intangibles		-	871,285	-	-	-	871,285	871,285
Exploration properties		-	-	-	-	-	-	-
Total non-current assets		-	968,981	-	-	-	968,981	968,981
Total assets		941,684	2,783,289	1,138,000	2,550,807	3,020,274	7,413,780	7,883,247
Current liabilities								
Creditors and borrowings	5	37,829	1,501,407	(852,035)	-	-	687,201	687,201
Total current liabilities		37,829	1,501,407	(852,035)	-	-	687,201	687,201
Non-current liabilities								
Deferred tax liability		-	261,385	-	-	-	261,385	261,385
Total non-current liabilities		-	261,385	-	-	-	261,385	261,385
Total liabilities		37,829	1,762,792	(852,035)	-	-	948,586	948,586
Net assets		903,855	1,020,497	1,990,035	2,550,807	3,020,274	6,465,194	6,934,661
Equity								
Share capital	6	6,501,878	2,907,371	1,990,035	(1,989,165)	(1,519,698)	9,410,119	9,879,586
Reserves	7	242,180	-	-	(242,180)	(242,180)	-	-
Accumulated losses	8	(5,840,203)	(1,886,874)	-	4,782,152	4,782,152	(2,944,925)	(2,944,925)
Total equity		903,855	1,020,497	1,990,035	2,550,807	3,020,274	6,465,194	6,934,661

APPENDIX 3
WHITE EAGLE
CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

The above consolidated statement of changes in equity is to be read in conjunction with the notes to and forming part of the historical financial information set out in Appendix 4 and the prior year financial information set out in Appendix 5.

		White Eagle Audited as at 30-Jun-14 \$	Lunalite Audited as at 30-Jun-14 \$	Subsequent Events \$	Pro-forma adjustments		Pro-forma after issue	
	Notes				\$3 million raising \$	\$3.5 million raising \$	\$3 million raising \$	\$3.5 million raising \$
Balance as at 1 July 2013		(5,511,089)	(664,828)	-	-	-	(6,175,917)	(6,175,917)
<i>Comprehensive income for the period</i>								
Profit/(Loss) for the period		(329,114)	(1,222,046)	-	4,782,152	4,782,152	3,230,992	3,230,992
Total comprehensive income for the period	8	(5,840,203)	(1,886,874)	-	4,782,152	4,782,152	(2,944,925)	(2,944,925)
<i>Transactions with equity holders in their capacity as equity holders</i>								
Share capital	6	6,501,878	2,907,371	1,990,035	(1,989,165)	(1,519,698)	9,410,119	9,879,586
Reserves	7	242,180	-	-	(242,180)	(242,180)	-	-
Total transactions with equity holders		6,744,058	2,907,371	1,990,035	(2,231,345)	(1,761,878)	9,410,119	9,879,586
Balance as at 30 June 2014		903,855	1,020,497	1,990,035	2,550,807	3,020,274	6,465,194	6,934,661

APPENDIX 4
WHITE EAGLE
NOTES TO AND FORMING PART OF THE HISTORICAL FINANCIAL INFORMATION

1. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies adopted in the preparation of the historical financial information included in this Report have been set out below.

a) Basis of preparation of historical financial information

The historical financial information has been prepared in accordance with the recognition and measurement, but not all the disclosure requirements of the Australian equivalents to International Financial Reporting Standards ('AIFRS'), other authoritative pronouncements of the Australian Accounting Standards Board, Australian Accounting Interpretations and the Corporations Act 2001.

The financial information has also been prepared on a historical cost basis, except for derivatives and available-for-sale financial assets that have been measured at fair value. The carrying values of recognised assets and liabilities that are hedged are adjusted to record changes in the fair value attributable to the risks that are being hedged. Non-current assets and disposal group's held-for-sale are measured at the lower of carrying amounts and fair value less costs to sell.

b) Going Concern

The historical financial information has been prepared on a going concern basis, which contemplates the continuity of normal business activity and the realisation of assets and the settlement of liabilities in the normal course of business.

The ability of the Company to continue as a going concern is dependent on the success of the fundraising under the Prospectus. The Directors believe that the Company will continue as a going concern. As a result the financial information has been prepared on a going concern basis. However should the fundraising under the Prospectus be unsuccessful, the entity may not be able to continue as a going concern. No adjustments have been made relating to the recoverability and classification of liabilities that might be necessary should the Company not continue as a going concern.

c) Reporting Basis and Conventions

The report is also prepared on an accrual basis and is based on historic costs and does not take into account changing money values or, except where specifically stated, current valuations of non-current assets.

The following is a summary of the material accounting policies adopted by the company in the preparation of the financial report. The accounting policies have been consistently applied, unless otherwise stated.

d) Capital restructure

Under the Acquisition, White Eagle acquires all the shares in Lunalite by issuing 78,750,198 shares in White Eagle to Lunalite Shareholders, giving Lunalite a controlling interest in White Eagle and equating to a controlling interest in the combined entity. Lunalite has thus been deemed the acquirer for accounting purposes. The acquisition of White Eagle by Lunalite is not deemed to be a business combination, as White Eagle is not considered to be a business under AASB 3 Business Combinations.

The transaction has therefore been treated as a share based payment under *AASB 2 Share Based Payments*, whereby Lunalite is deemed to have issued shares in exchange for the net assets and listing status of White Eagle.

As the deemed acquirer, Lunalite has acquisition accounted for White Eagle as at 30 June 2014. Refer Note 9 for further details on the acquisition accounting treatment.

e) Principles of consolidation

Lunalite (the legal subsidiary) has been treated as the accounting parent and White Eagle (the legal parent) has been treated as the accounting subsidiary, based on the terms of the transaction as outlined above in accounting policy note (d) Capital restructure.

The consolidated financial statements incorporate the assets, liabilities and results of entities controlled by Lunalite at the end of the reporting period. A controlled entity is any entity over which Lunalite has the power to govern the financial and operating policies so as to obtain benefits from the entity's activities. Control will generally exist when the parent owns, directly or indirectly through subsidiaries, more than half of the voting power of an entity. In assessing the power to govern, the existence and effect of holdings of actual and potential voting rights are also considered.

In preparing the consolidated financial statements, all inter-group balances and transactions between entities in the consolidated group have been eliminated on consolidation. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with those adopted by the parent entity.

Non-controlling interests, being the equity in a subsidiary not attributable, directly or indirectly, to a parent, are shown separately within the Equity section of the consolidated Statement of Financial Position and Statement of Comprehensive Income. The non-controlling interests in the net assets comprise their interests at the date of the original business combination and their share of changes in equity since that date.

Business combinations

Business combinations occur where an acquirer obtains control over one or more businesses and results in the consolidation of its assets and liabilities.

A business combination is accounted for by applying the acquisition method, unless it is a combination involving entities or businesses under common control. The acquisition method requires that for each business combination one of the combining entities must be identified as the acquirer (i.e. parent entity). The business combination will be accounted for as at the acquisition date, which is the date that control over the acquiree is obtained by the parent entity. At this date, the parent shall recognise, in the consolidated accounts, and subject to certain limited exceptions, the fair value of the identifiable assets acquired and liabilities assumed. In addition, contingent liabilities of the acquiree will be recognised where a present obligation has been incurred and its fair value can be reliably measured.

The acquisition may result in the recognition of goodwill or a gain from a bargain purchase. The method adopted for the measurement of goodwill will impact on the measurement of any non-controlling interest to be recognised in the acquiree where less than 100% ownership interest is held in the acquiree.

The acquisition date fair value of the consideration transferred for a business combination plus the acquisition date fair value of any previously held equity interest shall form the cost of the

investment in the separate financial statements. Consideration may comprise the sum of the assets transferred by the acquirer, liabilities incurred by the acquirer to the former owners of the acquiree and the equity interests issued by the acquirer.

Fair value uplifts in the value of pre-existing equity holdings are taken to the statement of financial performance. Where changes in the value of such equity holdings had previously been recognised in other comprehensive income, such amounts are recycled to profit or loss.

Included in the measurement of consideration transferred is any asset or liability resulting from a contingent consideration arrangement. Any obligation incurred relating to contingent consideration is classified as either a financial liability or equity instrument, depending upon the nature of the arrangement. Rights to refunds of consideration previously paid are recognised as a receivable. Subsequent to initial recognition, contingent consideration classified as equity is not re-measured and its subsequent settlement is accounted for within equity. Contingent consideration classified as an asset or a liability is re-measured each reporting period to fair value through the statement of financial performance unless the change in value can be identified as existing at acquisition date.

All transaction costs incurred in relation to the business combination are expensed to the statement of financial performance.

f) Income Tax

The income tax expense or benefit (revenue) for the period is the tax payable on the current period's taxable income based on the national income tax rate for each jurisdiction adjusted by changes in deferred tax assets and liabilities attributable to temporary differences between the tax base of assets and liabilities and their carrying amounts in the financial statements, and to unused tax losses.

The charge for current income tax expenses is based on the profit for the year adjusted for any non-assessable or disallowed items. It is calculated using tax rates that have been enacted or are substantively enacted by the reporting date.

Deferred tax is accounted for using the balance sheet liability method in respect of temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. No deferred income tax will be recognised from the initial recognition of an asset or liability, excluding a business combination, where there is no effect on accounting or taxable profit or loss.

Deferred tax assets are recognised to the extent that it is probable that future tax profits will be available against which deductible temporary differences can be utilised.

The amount of benefits brought to account or which may be realised in the future is based on the assumption that no adverse change will occur in income taxation legislation and the anticipation that the economic entity will derive sufficient future assessable income to enable the benefit to be realised and comply with the conditions of deductibility imposed by the law.

g) Cash and Cash Equivalents

Cash and cash equivalents includes cash at bank and in hand, deposits held at call with financial institutions, other short-term highly liquid deposits with an original maturity of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities on the statement of financial position.

h) Trade and other receivables

Trade receivables are recognised as the amount receivable and are due for settlement no more than 90 days from the date of recognition. Collectability of trade receivables is reviewed on an ongoing basis. Debts which are known to be uncollectible are written off against the receivable directly unless a provision for impairment has previously been recognised.

A provision for impairment of receivables is established when there is objective evidence that the Company will not be able to collect all amounts due according to the original terms of receivables. The amount of the provision is the difference between the asset's carrying amount and the present value of estimated future cash flows, discounted at the effective interest rate.

Loans granted are recognised at the amount of consideration given or the cost of services provided to be reimbursed.

i) Revenue Recognition

Revenues are recognised at fair value of the consideration received net of the amount of GST.

Interest

Revenue is recognised as interest accrues using the effective interest method. The effective interest method uses the effective interest rate which is the rate that exactly discounts the estimated future cash receipts over the expected life of the financial asset.

j) Provisions

Provisions are recognised when the Company has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

k) Trade and Other Payables

Liabilities are recognised for amounts to be paid in the future for goods or services received, whether or not billed to the Company. Trade accounts payable are normally settled within 30 days of recognition.

l) Borrowings

Borrowings are initially recognised at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortised cost. Any difference between proceeds (net of transaction costs) and the redemption amount is recognised in the statement of financial performance over the period of the borrowings using the effective interest method.

Borrowings are classified as current liabilities unless the Company has an unconditional right to defer settlement of the liability for at least 12 months after the statement of financial position date.

m) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of GST except where GST incurred on a purchase of goods and services is not recoverable from the taxation authority, in which case the GST is recognised as part of the cost of acquisition of the asset or as part of the expense item.

Receivables and payables are stated with the amount of GST included. The net amount of GST recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the statement of financial position.

Cash flows are included in the statement of cash flow on a gross basis and the GST component of cash flows arising from investing and financing activities, which is recoverable from, or payable to, the taxation authorities are classified as operating cash flows.

Commitments and contingencies are disclosed net of the amount of GST recoverable from, or payable to, the taxation authority.

n) Impairment of assets

At each reporting date, the Company reviews the carrying values of its tangible and intangible assets to determine whether there is any indication that those assets have been impaired. If such an indication exists, the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, is compared to the asset's carrying value. Any excess of the asset's carrying value over its recoverable amount is expensed to the income statement.

Impairment testing is performed annually for goodwill and intangible assets with indefinite lives. Where it is not possible to estimate the recoverable amount of an individual asset, the Company estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Financial Assets

A financial asset is considered to be impaired if objective evidence indicates that one or more events have had a negative effect on the estimated future cash flows of that asset.

Non-Financial Assets

The carrying amounts of the non-financial assets are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists then the asset's recoverable amount is estimated. For goodwill and intangible assets that have indefinite lives or that are not yet available for use, recoverable amount is estimated at each reporting date.

An impairment loss is recognised if the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. A cash-generating unit is the smallest identifiable asset group that generates cash flows that largely are independent from other assets and groups. Impairment losses are recognised in the statement of financial performance. Impairment losses recognised in respect of cash-generating units are allocated first to reduce the carrying amount of any goodwill allocated to the units and then to reduce the carrying amount of any goodwill allocated to the units and then to reduce the carrying amount of the other assets in the unit (group of units) on a pro rata basis.

o) Contributed Equity

Ordinary shares are classified as equity.

Costs directly attributable to the issue of new shares or options are shown as a deduction from the equity proceeds, net of any income tax benefit. Costs directly attributable to the issue of new shares or options associated with the acquisition of a business are included as part of the purchase consideration.

p) Financial Instruments

Recognition

Financial instruments are initially measured at cost on trade date, which includes transaction costs, when the related contractual rights or obligations exist. Subsequent to initial recognition these instruments are measured as set out below.

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are stated at amortised cost using the effective interest rate method.

Financial liabilities

Non-derivative financial liabilities are recognised at amortised cost, comprising original debt less principal payments and amortisation.

q) Employee Benefits

Wages and Salaries, Annual Leave and Sick Leave

Liabilities for wages and salaries, including non-monetary benefits, annual leave and accumulating sick leave expected to be settled within 12 months of the statement of financial position date are recognised in respect of employees' services rendered up to statement of financial position date and measured at amounts expected to be paid when the liabilities are settled.

Liabilities for non-accumulating sick leave are recognised when leave is taken and measured at the actual rates paid or payable. Liabilities for wages and salaries are included as part of Other Payables and liabilities for annual and sick leave are included as part of Employee Benefit Provisions.

Long Service Leave

Liabilities for long service leave are recognised as part of the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees to the statement of financial position date using the projected unit credit method. Consideration is given to expect future salaries and wages levels, experience of employee departures and periods of service. Expected future payments are discounted using national government bond rates at the statement of financial position date with terms to maturity and currency that match, as closely as possible, the estimated future cash outflows.

Share-based payments transactions

The Company provides benefits to employees (including directors) of the Company in the form of share options. The fair value of options granted is recognised as an employee expense with a corresponding increase in equity. The fair value is measured at grant date and spread over the period during which the employee becomes unconditionally entitled to the options. The fair value of the options granted is measured using Black-Scholes valuation model, taking into account the terms and conditions upon which the options were granted.

The cost of equity-settled transactions is recognised, together with a corresponding increase in equity, on a straight line basis over the period from grant date to the date on which the relevant employees become fully entitled to the award ("vesting date"). The amount recognised as an expense is adjusted to reflect the actual number that vest.

The dilutive effect, if any, of outstanding options is reflected as additional share dilution in the computation of earnings per share.

r) Accounting estimates and judgements

In the process of applying the accounting policies, management has made certain judgements or estimations which have an effect on the amounts recognised in the financial information.

The carrying amounts of certain assets and liabilities are often determined based on estimates and assumptions of future events. The key estimates and assumptions that have a significant risk causing a material adjustment to the carrying amounts of certain assets and liabilities within the next annual reporting period are:

Valuation of share based payment transactions

The valuation of share-based payment transactions is measured by reference to the fair value of the equity instruments at the date at which they are granted. The fair value is determined using the Black Scholes model taking into account the terms and conditions upon which the instruments were granted.

Options

The fair value of options issued is determined using the Black-Scholes model, taking into account the terms and conditions upon which the options were granted.

Recoverability of capitalised exploration and evaluation expenditure

The future recoverability of capitalised exploration and evaluation expenditure is dependent on a number of factors, including whether the company decides to exploit the related lease itself, or, if not, whether it successfully recovers the related exploration and evaluation asset through sale.

Factors that could impact the future recoverability include the level of reserves and resources, future technological changes, costs of drilling and production, production rates, future legal changes (including changes to environmental restoration obligations) and changes to commodity prices.

Taxation

The Company is subject to income taxes in Australia. Significant judgement is required when determining the Company's provision for income taxes. The Company estimates its tax liabilities based on the Company's understanding of the tax law.

	White Eagle Audited 30-Jun-14 \$	Pro-forma after issue \$3 million raising \$	\$3.5 million raising \$
NOTE 2. CASH AND CASH EQUIVALENTS			
Cash and cash equivalents	914,494	3,699,674	4,169,141
<i>Subsequent event:</i>			
Cash received from capital raising in Lunalite		1,470,000	1,470,000
Cash received from capital raising in Lunalite		1,180,000	1,180,000
Cash costs associated with raising		(42,000)	(42,000)
Purchase of Cross Track digital media systems in Lunalite		(2,650,000)	(2,650,000)
<i>Subtotal</i>		(42,000)	(42,000)
<i>Adjustments to arise at the pro-forma balance:</i>			
Audited balance of White Eagle at 30 June 2014		914,494	914,494
Acquisition of Lunalite		276,373	276,373
White Eagle			
<i>Pro-forma adjustments:</i>			
Proceeds from shares issued under this Prospectus		3,000,000	3,500,000
Capital raising costs		(449,193)	(479,726)
		2,550,807	3,020,274
Pro-forma Balance		3,699,674	4,169,141

	White Eagle Audited 30-Jun-14 \$	Pro-forma after issue \$3 million raising \$	\$3.5 million raising \$
NOTE 3 OTHER RECEIVABLES			
Other receivables	27,190	95,125	95,125
<i>Subsequent event:</i>			
Elimination of receivable in Lunalite upon receipt of cash post 30 June 2014.		(1,470,000)	(1,470,000)
<i>Adjustments to arise at the pro-forma balance:</i>			
Audited balance of White Eagle at 30 June 2014		27,190	27,190
Acquisition of Lunalite		1,537,935	1,537,935
		1,565,125	1,565,125
Pro-forma Balance		95,125	95,125

	White Eagle Audited 30-Jun-14	Pro-forma after issue \$3 million raising	\$3.5 million raising
NOTE 4 PLANT AND EQUIPMENT	\$	\$	\$
Current Plant and Equipment	-	2,650,000	2,650,000
<i>Subsequent event:</i> Purchase of Cross Track digital media systems in Lunalite		2,650,000	2,650,000
<i>Adjustments to arise at the pro-forma balance:</i> Audited balance of White Eagle at 30 June 2014		-	-
Acquisition of Lunalite		-	-
		-	-
Pro-forma Balance		2,650,000	2,650,000

	White Eagle Audited 30-Jun-14	Pro-forma after issue \$3 million raising	\$3.5 million raising
NOTE 5 CREDITORS AND BORROWINGS	\$	\$	\$
Creditors and borrowings	37,829	687,201	687,201
<i>Subsequent event:</i> Settle convertible borrowings		(150,000)	(150,000)
Settle directors' liability		(525,000)	(525,000)
Elimination of other payable upon shares being issued		(177,035)	(177,035)
<i>Subtotal</i>		(852,035)	(852,035)
<i>Adjustments to arise at the pro-forma balance:</i> Audited balance of White Eagle at 30 June 2014		37,829	37,829
Acquisition of Lunalite		1,501,407	1,501,407
		1,539,236	1,539,236
Pro-forma Balance		687,201	687,201

		White Eagle Audited 30-Jun-14 \$	Pro-forma after issue \$3 million raising \$	Pro-forma after issue \$3.5 million raising \$
NOTE 6. CONTRIBUTED EQUITY				
Contributed equity		6,501,878	9,410,119	9,879,586
	Number of shares minimum subscription	Number of shares maximum subscription	\$	\$
<i>Adjustments to arise at the pro-forma balance:</i>				
Fully paid ordinary share capital - White Eagle	398,102,531	398,102,531	6,501,878	6,501,878
Acquisition of Lunalite	-	-	2,907,371	2,907,371
<i>Subsequent events:</i>				
Capital raising in Lunalite			1,180,000	1,180,000
Shares issued under Convertible debt			150,000	150,000
Shares issued to settle directors liabilities			525,000	525,000
Shares issued to settle other payable			177,035	177,035
Cash related share issue costs			(42,000)	(42,000)
<i>Subtotal</i>			1,990,035	1,990,035
<i>Pro-forma adjustments:</i>				
Consolidation of White Eagle share capital on 13.33:1 basis	(368,244,766)	(368,244,766)	-	-
	29,857,765	29,857,765	11,399,284	11,399,284
Proceeds from shares issued under this Prospectus	15,000,000	17,500,000	3,000,000	3,500,000
Capital raising costs	-	-	(449,193)	(479,726)
Advisory shares issued under the Acquisition	375,000	375,000	25,000	25,000
Shares provided as consideration for acquisition of Lunalite	78,750,198	78,750,198	1,936,906	1,936,906
Consolidation adjustments on acquisition of Lunalite	-	-	(6,501,878)	(6,501,878)
	94,125,198	96,625,198	(1,989,165)	(1,519,698)
Pro-forma Balance	123,982,963	126,482,963	9,410,119	9,879,586

		White Eagle Audited 30-Jun-14 \$	Pro-forma After issue \$
NOTE 7. RESERVES			
Reserves		242,180	-
<i>Adjustments to arrive at the pro-forma balance:</i>			
Audited balance of White Eagle at 30 June 2014			242,180
Acquisition of Lunalite			-
<i>Pro-forma adjustments:</i>			
Consolidation adjustments on acquisition of Lunalite			(242,180)
			(242,180)
Pro-forma Balance			-

	White Eagle Audited 30-Jun-14 \$	Pro-forma After issue \$
NOTE 8. ACCUMULATED LOSSES		
Accumulated losses	(5,840,203)	(2,944,925)
<i>Adjustments to arrive at the pro-forma balance:</i>		
Audited balance of White Eagle at 30 June 2014		(5,840,203)
Audited balance of Lunalite at 30 June 2014		(1,886,874)
<i>Pro-forma adjustments:</i>		
Consolidation adjustments on acquisition of Lunalite		5,840,203
Introductory advisory shares issued under the Acquisition		(25,000)
Amount recognised as ASX listing expense on acquisition (Refer Note 9)		(1,033,051)
		<u>4,782,152</u>
Pro-forma Balance		<u>(2,944,925)</u>

NOTE 9: ACQUISITION ACCOUNTING

Provisional accounting for Acquisition

A summary of the acquisition details with respect to the Acquisition as included in our report is set out below. These details have been determined for the purpose of the pro-forma adjustments as at 30 June 2014, and will require re-determination based on the identifiable assets and liabilities as at the successful acquisition date, which may result in changes to the value as disclosed below.

Under the Acquisition, White Eagle acquires all the shares in Lunalite by issuing 78,750,198 shares in White Eagle to Lunalite shareholders, giving Lunalite a controlling interest in White Eagle and equating to a controlling interest in the combined entity. Lunalite has thus been deemed the acquirer for accounting purposes as it will own 72.51% (78,750,198 / 108,607,963) of the consolidated entity. The acquisition of Lunalite by White Eagle is not deemed to be a business combination, as White Eagle is not considered to be a business under *AASB 3 Business Combinations*.

As such the consolidation of these two companies is on the basis of the continuation of Lunalite with no fair value adjustments, whereby Lunalite is deemed to be the accounting parent. Therefore the most appropriate treatment for the Acquisition is to account for it under *AASB 2 Share Based Payments*, whereby Lunalite is deemed to have issued shares to White Eagle Shareholders in exchange for the net assets held by White Eagle.

In this instance, the value of the White Eagle shares provided has been determined as the notional number of equity instruments that the shareholders of Lunalite would have had to issue to White Eagle to give the owners of White Eagle the same percentage ownership in the combined entity. We have deemed this to be \$1,936,906.

The pre acquisition equity balances of White Eagle are eliminated against this increase in Share Capital on consolidation and the balance is deemed to be the amount paid for the listing status of White Eagle, being \$1,033,051.

The net assets acquired, and the amount recognised as ASX listing expense, are as follows:

	Acquiree's carrying amount before asset acquisition (\$)
NOTE 9. ASSET ACQUISITION	
Net assets acquired:	
Cash and cash equivalents	914,494
Receivables	27,190
Creditors and borrowings	(37,829)
Total net assets acquired	903,855
 Fair value of White Eagle consideration shares	 1,936,906
Total net assets acquired	903,855
Amount recognised as ASX listing expense on acquisition	1,033,051

NOTE 10: RELATED PARTY DISCLOSURES

Transactions with Related Parties and Directors' Interests are disclosed in the Prospectus.

NOTE 11 COMMITMENTS AND CONTINGENCIES

At the date of the report no material commitments or contingent liabilities exist that we are aware of, other than those disclosed in the Prospectus.

APPENDIX 5
CONSOLIDATED HISTORICAL FINANCIAL INFORMATION

Statement of Financial Position	Audited as at 30-Jun-14	Unaudited as at 30-Jun-13
Lunalite International Pty Ltd	\$	\$
Current assets		
Cash and cash equivalents	276,373	(4,922)
Trade and other receivables	1,537,935	140,475
Total current assets	1,814,308	135,553
Non-current assets		
Plant and equipment	97,696	111,247
Intangibles	871,285	871,285
Total non-current assets	968,981	982,532
Total assets	2,783,289	1,118,085
Current liabilities		
Trade and other payables	1,321,417	20,837
Borrowings	179,990	18,615
Total current liabilities	1,501,407	39,452
Non-current liabilities		
Deferred tax liabilities	261,385	261,385
Total current liabilities	261,385	261,385
Total liabilities	1,762,792	300,837
Net assets	1,020,497	817,248
Equity		
Contributed equity	2,907,371	1,482,076
Accumulated losses	(1,886,874)	(664,828)
Total equity	1,020,497	817,248

Statement of Comprehensive Income	Audited for the year ended 30-Jun- 2014	Unaudited for the year ended 30-Jun- 2013
Lunalite International Pty Ltd	\$	\$
Revenue from continuing operations	1,639	67,594
Expenses		
Consultancy fees	(175,168)	(227,336)
Depreciation	(13,551)	(19,841)
Directors benefits expense	(350,000)	-
Employee expenses	(230,801)	-
Motor vehicle expenses	(17,844)	(17,946)
Occupancy expenses	(6,006)	(7,807)
Project fees	(300,000)	-
Travel expenses	(37,624)	(25,358)
Other expenses	(92,691)	(72,600)
Loss from continuing operations before income tax	(1,222,046)	(303,294)
Income tax expense	-	-
Total Comprehensive loss for the year	(1,222,046)	(303,294)

Statement of Financial Position	Audited as at 30-Jun-14	Audited as at 30-Jun-13	Audited as at 30-Jun-12
White Eagle	\$	\$	\$
Current Assets			
Cash and cash equivalents	914,494	289,620	106,932
Receivables	27,190	20,760	21,388
Total Current Assets	941,684	310,380	128,320
Non-Current Assets			
Plant and equipment	-	-	27,317
Exploration and evaluation expenditure	-	98,517	178,030
Total Non-Current Assets	-	98,517	205,347
Total Assets	941,684	408,897	333,667
Current Liabilities			
Trade and other payables	37,829	41,148	125,709
Borrowings	-	-	204,257
Total Current Liabilities	37,829	41,148	329,966
Total Liabilities	37,829	41,148	329,966
Net Assets	903,855	367,749	3,701
Equity			
Issued capital	6,501,878	5,636,658	4,588,633
Reserves	242,180	242,180	242,180
Accumulated losses	(5,840,203)	(5,511,089)	(4,827,112)
Total Equity	903,855	367,749	3,701

Statement of Comprehensive Income	Audited year ended 30-Jun-14	Audited year ended 30-Jun-13	Audited year ended 30-Jun-12
White Eagle	\$	\$	\$
Revenue from continuing operations	12,903	4,277	27,633
Profit on disposal of asset	-	663	-
Other expenses	(86,432)	(69,754)	(392,501)
Exploration expenditure written off	(140,108)	(370,243)	(321,627)
Finance costs	-	(14,101)	(10,315)
Joint venture extension written off	-	(112,500)	-
Loss on disposal of property, plant and equipment	-	-	(74,879)
Personnel costs	(30,000)	-	(335,131)
Professional fees	(85,477)	(122,319)	(213,903)
Loss from continuing operations before income tax	(329,114)	(683,977)	(1,320,723)
Income tax expense	-	-	-
Total comprehensive loss for the year	(329,114)	(683,977)	(1,320,723)

12. Patent Report

Contact: Ryan Boe
Principal/Associate: Scott Vilé

3 November 2014

The Directors
White Eagle Resources Ltd
Level 2 Office J
1139 Hay Street
West Perth WA 6005

Dear Sirs

PATENT REPORT
White Eagle Resources Ltd
Our ref: 209778:SMV:RWB:nmt

1. EXECUTIVE SUMMARY

We are advised by *White Eagle Resources Ltd* ("**White Eagle**") that this Report is prepared for the purpose of inclusion in a Prospectus to be issued by White Eagle dated on or about 3 November 2014.

White Eagle is proposing to acquire 100% of the share capital of *Lunalite International Pty Ltd* ("**Lunalite**").

We have been asked by White Eagle to provide a Report on the intellectual property position of Lunalite.

The Report sets out details of the pending Patent Application owned by Lunalite that is discussed in the Report. The Report is accurate to the best of our knowledge subject to any limitations and qualification set out in the Report.

2. INTELLECTUAL PROPERTY

The term "*intellectual property*" relates to a group of rights covering patents, trade marks, registered designs, copyright, confidential information/trade secrets, plant breeder's rights and printed circuits. Patents are perhaps the most familiar, and in certain circumstances, the most powerful, of these rights. A patent provides the owner with a statutory monopoly for a limited period. This monopoly allows the patent owner to exercise control over use of the technology protected in the patent, including restricting access or allowing its use through grant of licenses. Patents may be granted in a wide variety of technology areas, including in electronics and digital display mediums.

It should be noted that the granting of a patent does not guarantee that the Patentee is entitled to practice the invention claimed in the patent. It may be that working of a patented invention is prevented by the existence of another patent or a patent application which has still to mature to a patent and which has an earlier priority date to the above application.

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In addition, the grant of a patent does not guarantee validity of that patent since it may be revoked on the grounds of invalidity at any time during its life. If none of the claims of a granted patent are valid, the patent is unenforceable. For example, relevant prior disclosures may be discovered which may limit the scope of patent protection sought, perhaps to a very narrow field.

This Report deals only with intellectual property in the form of patents and patent applications.

2.1. Patent Application Entitled “A System, Method, Software Application and Data Signal for Delivering Content”

We confirm that Lunalite is the Patent Applicant of the following Provisional Patent Application with the above title:

COUNTRY	APPLICATION NUMBER	DATE FILED	STATUS	REGISTERED APPLICANT
Australia	2014902499	30 June 2014	Filed	Lunalite International Pty Ltd

The subject matter of this Provisional Application relates to a system which includes a number of large colour LED screens which are installed in train stations and which are connected to a server which in turn is connected to a number of sensors. The sensors and the server, in conjunction, control the content displayed on the LED screens.

We are of the opinion that the subject matter of this application is potentially patentable, provided that the underlying concept is novel and inventive. We have not conducted a search and investigation on the novelty and inventiveness of the subject matter of this invention.

To our knowledge this is the only “live” patent or patent application in the name of Lunalite.

2.2. Provisional Patent 2014902499 and Future Patent Protection

A Provisional Patent Application does not give enforceable patent rights. A Provisional Patent Application filed in Australia establishes a ‘*priority date*’ for the invention described therein. This priority date is effective internationally and is claimed when filing both in Australia and overseas at a later date. An application for the same invention in the name of another party filed on a later date should not be granted if the earlier filing is pursued.

2.2.1. In Australia

In order for Provisional Patent Application No. 2014902499 to proceed further and possibly obtain enforceable patent rights, it is necessary that Lunalite (or the owner of the Provisional Patent Application at the time), files in Australia a Complete Application by **30 June 2015**. If the Complete Application is filed within this time the Provisional and Complete Applications for this application will become open to public inspection shortly after 30 December 2015.

Once a complete specification has been filed it will be necessary for the application to undergo examination by the Australian Patent Office in regard to the patentability and novelty of the invention. If, as a result of such examination, the application is accepted by the Patent Office, it must then be laid open to opposition for a period of three months, within which period any person who may be affected by the grant of a patent on the application can oppose the application if such person can establish grounds on which the prospective patent would be invalid.

2.2.2 Internationally

As an alternative, or in addition to filing a Complete Application from Provisional Patent Application No. 20149202499, Lunalite may file an International Patent Application under the provisions of the Patent Co-operation Treaty (**PCT**) designating Australia together with other member States of the Treaty. This Treaty presently covers 171 countries including Australia and the majority of the developed or industrialised countries. An application of this nature allows the final due date for filing patent applications in individual countries, and the associated cost, to be deferred for a period of at least 18 months beyond the due date for filing the complete specification. This defers the date for entry into selected countries to be at least 29 February 2016.

Once an International Patent Application has been filed into an individual country (jurisdiction), the Patent Office of the individual country will make an assessment of the patentability of the application under local laws.

As a further alternative, or additional option, Lunalite is entitled under the provisions of the Paris Convention to file corresponding patent applications to the above application in selected member countries of the Paris Convention by **30 June 2015**, and claim priority from the filing date of 30 June 2014. Most countries of the world which have a patent system are members of the Paris Convention and those which are exceptions usually provide reciprocal rights by way of uni-lateral or bi-lateral treaties with Australia.

3. FURTHER ISSUES

3.1. Ownership and Entitlement

In usual circumstances, a patent can only be granted to an inventor of the invention or to a party that derives title from the inventor. Common ways of deriving title are through term of employment or through an assignment. When a Complete Application, International Application or corresponding application is filed, the inventors will need to be identified and derivation of title to Lunalite established.

3.2. Transfer of Ownership

Patents and patent applications (including provisional patent applications) like any other type of property can be transferred between parties. This can be by sale, assignment, contract, through death and bequeath or otherwise.

3.3 Rights Granted by a Patent

Once a patent is granted, monopoly rights are given to exclude others from producing, using, selling or otherwise exploiting the subject matter of the claims of the patent. It is the scope of the claims of the patent that define the granted monopoly. There are currently 16 claims in Provisional Patent Application No. 20149202499. At filing and during examination of any Complete, International or corresponding applications related to the Provisional Patent Application No. 20149202499, opportunities will arise to change, redirect and amend the scope of the claims of Provisional Patent Application No. 20149202499.

3.4 Enforceability of Rights Granted

If a patent is granted to a Complete or corresponding applications to Provisional Patent Application No. 20149202499, the owner may initiate infringement proceedings against an alleged infringer. It should also be noted that it is possible for a granted patent to be valid but still infringe on existing patent rights of another.

4. INDEPENDENCE

This is an Independent Report. Wrays will be paid its usual professional fee for the preparation of this Report and payment is not contingent on the outcome of the prospectus.

5. LIMITATIONS OF REPORT

Whilst we are confident on the status of Provisional Patent Application No. 20149202499 due to our management of the application, we advise that the accuracy of our comments regarding the current status of any other patents or patent applications owned by Lunalite is entirely dependent upon the accuracy with which the databases we have reviewed have been established and maintained.

Furthermore, when Complete, International or corresponding Patent Applications are filed, patents and patent applications can be challenged by third parties on a variety of grounds, such as the validity and/or patentability of the claims, and this may result in amendment of the scope of the claims or invalidation of the patent or application. We have not reviewed or commented on the validity of the claims of Provisional Patent Application No. 20149202499 discussed in this Report to determine if the claims are novel, inventive, sufficiently supported by the specification, or valid in any respect in any of the jurisdictions in which they are granted or being prosecuted or are open to any challenge by a third party.

The present Report is not a '*Freedom to Operate*' opinion and does not establish or comment on whether Lunalite could test or commercialise the subject matter of Provisional Patent Application No. 20149202499 without infringing valid intellectual property rights of others.

Thank you for the opportunity to present this Report to White Eagle. This Report has been prepared by Ryan Boe, a Registered Patent and Trade Mark Attorney of Wrays.

Yours sincerely
WRAYS

A handwritten signature in black ink, appearing to be 'R Boe', written in a cursive style.

Ryan Boe

13. Risk Factors

As with any share investment, there are risks involved. This Section identifies the major areas of risk associated with an investment in the Company, but should not be taken as an exhaustive list of the risk factors to which the Company and its Shareholders are exposed. Some of these risks can be mitigated by the use of safeguards and appropriate systems and controls, but some are outside the control of the Company and cannot be mitigated. Potential investors should read the entire Prospectus and consult their professional advisers before deciding whether to apply for Shares.

13.1 Specific Risks

(a) Reinstatement to the Official List of ASX

As part of the Company's change in nature and scale of activities, ASX will require the Company to re-comply with Chapters 1 and 2 of the Listing Rules. This Prospectus is issued to assist the Company to re-comply with these requirements. The Company's Shares have been suspended since the October General Meeting. It is anticipated that the Company's Shares will remain suspended until completion of the Acquisition, Offer and Consolidation, re-compliance by the Company with Chapters 1 and 2 of the Listing Rules and compliance with any further conditions ASX imposes on such reinstatement. There is a risk that the Company will not be able to satisfy one or more of those requirements and that its Shares will consequently remain suspended from quotation.

In the event that the conditions of the Offer set out in Section 6.2 are not satisfied or the Company does not receive conditional approval for re-quotation on ASX, the Company will not proceed with the Offer and will repay all Application Monies received.

(b) Limited trading history

Lunalite is essentially a start-up company with limited trading history. Lunalite has to date principally developed its product as well as seeking patent protection. However Lunalite is now in the commercialisation phase of the business cycle and as such carries the normal risks of a start up business. Given the limited trading history of Lunalite, no assurance can be given that Lunalite will achieve commercial viability through the implementation of its business plan. Lunalite is now in a position to earn revenue, however because this is the first time XTD Systems have been used to sell advertising space in the OOH Advertising sector the Company has no certainty around what advertising rates may be achieved or how much of the advertising space may be sold. Accordingly Lunalite is not in a position to give any guidance around likely advertising rates or revenue.

(c) Uncertainty of future profitability

Lunalite is in the early sales and commercialisation stage for its XTD System. To date, it has funded its activities principally through issuing securities and other capital raising activities.

Whilst Lunalite has secured the Melbourne and Brisbane Contracts, its profitability will be impacted by its ability to successfully install the hardware and manage costs, its ability to execute its development and growth strategies, economic conditions in the markets in which it operates, competitive factors and regulatory developments. Accordingly, the

extent of future profits, if any, and the time required to achieve a sustained profitability are uncertain. Moreover, the level of such profitability cannot be predicted.

(d) Exposure to advertising sector

Lunalite's revenues and operating profits depend on spending levels in the overall advertising industry, which can fluctuate significantly based on economic conditions. Advertising spend and OOH Advertising industry spend tends to be cyclical and is highly dependent on the general condition of the economy. There is no guarantee that overall economic conditions will improve or remain stable, and there is no guarantee that the level of advertising spend in the OOH Advertising sector will increase in the future. There is a risk that advertising spend and OOH Advertising spend may contract.

(e) Development and commercialisation of the XTD System

Lunalite's business model is reliant on its ability to develop and commercialise its XTD System. A failure to develop and commercialise its XTD System successfully would lead to a loss of opportunities and adversely impact on the operating results and financial position of Lunalite. Furthermore, any third party developing superior technology or with greater commercial appeal in the fields in which Lunalite operates may harm the future prospects of Lunalite.

(f) Brand and reputation risks

The reputation and brand of Lunalite and its individual products are important in attracting international rail operators and OOH Advertising participants. Any reputational damage or negative publicity around Lunalite or its XTD System could adversely impact on Lunalite's business.

(g) Industry and competition

Lunalite's potential competitors may include companies with substantially greater resources and access to more markets. Competitors may succeed in developing products that are more effective or commercially superior than those developed by Lunalite which could render Lunalite's products obsolete and/or otherwise uncompetitive.

In addition, Lunalite may not be able to compete successfully against current or future competitors where aggressive pricing policies are employed to capture market share. Such competition could result in price reductions, reduced gross margins and loss of market share, any of which could materially adversely impact the Company's future business, operating results and financial position.

(h) New Technology Risk

The XTD System is a new technology which Lunalite has recently rolled out in the Melbourne metro rail network under the Melbourne Contract. As with any new technology there may be unexpected issues which arise with the roll out of the system which may affect the operation of the XTD System and revenues generated from the XTD System. Further the adoption and success of such new technology is reliant on acceptance of such technology by relevant stakeholders including government (owner of the rail infrastructure), the operator of the rail infrastructure and the user of the metro network

(the general public). If the XTD system is not accepted by such stakeholders it may have an adverse consequence on Lunalite's ability to successfully achieve its business objectives regarding the XTD System with resulting effects on revenue and financial performance.

(i) Retention and recruitment of key personnel

The emergence of Lunalite and development of its XTD System has been in large part due to the talent, effort, experience and leadership of its management team, including its CEO Steve Wildisen. Lunalite is substantially dependent on the continued service of its existing management team due to the complexity of its services and products. There is no assurance that the Company will be able to retain the services of such persons

Furthermore Lunalite expects to grow its sales and marketing teams in both Australia and internationally. An inability to attract quality sales and marketing personnel may adversely impact on Lunalite's growth plans and first mover advantage.

(j) Additional requirements for capital

Lunalite is not currently profitable. Proceeds from the Offer are primarily being used to fund the installation of the Company's XTD System pursuant to its Melbourne and Brisbane Contracts. There is no guarantee that these contracts will result in profitability for the Company. If the installation of these contracts is slower or less successful than planned, Lunalite may need to raise further capital in the future.

(k) Protection of intellectual property rights

If the Company fails to protect the intellectual property rights of Lunalite adequately, competitors may gain access to its technology which in turn could harm its business. Lunalite currently has no issued patents (only applications) and the Company may not be able to obtain patent protection in the future. If patents are issued in the future, they may not provide the Company with any competitive advantage, or may be challenged by third parties.

Legal standards relating to the validity, enforceability and scope of protection of intellectual property rights are uncertain. Effective patent, trademark, copyright and trade secret protection may not be available to the Company in every country in which it seeks to operate. Accordingly, despite its efforts, the Company may not be able to prevent third parties from infringing upon, or misappropriating its intellectual property.

(l) Manufacturing and product quality risks

Lunalite currently uses third party manufacturers to produce its XTD Systems. There is no guarantee that its manufacturing partners will be able to meet Lunalite's cost, quality and volume requirements which are needed for Lunalite to be competitive.

(m) Regulatory risks

Lunalite's products must also meet regulatory requirements which are subject to continual review including inspection by regulatory authorities. Failure by Lunalite or its suppliers to continuously comply with regulatory requirements or failure to take satisfactory corrective action in response to adverse inspection, could result in enforcement actions.

(n) **Liquidity risks**

Upon reinstatement of the Company's Shares to quotation on the ASX, a significant portion of the Shares on issue will be subject to escrow restrictions imposed by the Listing Rules. Investors may consider that there is an increased liquidity risk as a large portion of the issued capital may not be able to be traded freely for a period of up to 24 months. Please see Section 6.14 for further information on escrow arrangements.

(o) **Concentration of Contracts**

Currently Lunalite's only supply agreements are the Melbourne Contract and the Brisbane Contract. Given the limited number of these contracts Lunalite is highly reliant on their continued operation. A loss or material breach of these contracts may significantly impact the operations or financial performance of the Company.

(p) **Dependency on sale of advertising spaces**

Lunalite is the operator of its XTD System and is reliant on its contractual relationships with media agencies who will sell the advertising spaces on the XTD System.

The financial performance of Lunalite is dependent on the ability of such third parties to sell advertising content on the XTD System and to sell such content at a favourable rate. Such arrangements carry a risk that these parties do not adequately or fully sell the advertising content which would accordingly have a significant impact on the operations and financial performance of Lunalite.

(q) **Counterparty Risk**

MTM, the operator of the Melbourne Sites, has authority to operate the rail systems pursuant to certain contractual arrangements with the Victorian Government. This may well be the case with the other future contracts of Lunalite also. These arrangements and the performance of the operator under such arrangements are outside the control of Lunalite.

The Melbourne Contract is reliant on MTM having authority to operate the network and grant Lunalite access to the infrastructure required to install and operate its XTD systems. If MTM (or other rail operator who is a counterparty to an agreement with Lunalite in the future) loses their contract to operate the rail services, or there is a material change to their contract, this may impact on the contract of Lunalite with the operator.

Termination of the contract MTM has with the Victorian Government (or other rail operator, with whom Lunalite contracts, is terminated) may likely result in termination or at the least interruption to Lunalite's contract which may significantly impact Lunalite's business operations and the Company's financial performance.

13.2 General Risks

(a) **Investment risk**

The Shares to be issued pursuant to this Prospectus should be considered speculative. They carry no guarantee as to payment of dividends, return of capital or the market value of the

Shares. The prices at which an investor may be able to trade the Shares may be above or below the price paid for the Shares. While the Directors commend the Offer, prospective investors must make their own assessment of the likely risks and determine whether an investment in the Company is appropriate to their own circumstances.

(b) Share market

Share market conditions may affect the value of the Company's securities regardless of the Company's operating performance. Share market conditions are affected by many factors including, but not limited to, the following:

- i) general economic outlook;
- ii) interest rates and inflation rates;
- iii) currency fluctuations;
- iv) changes in investor sentiment toward particular market sectors;
- v) the demand for, and supply of, capital;
- vi) terrorism or other hostilities; and
- vii) other factors beyond the control of the Company.

(c) Economic and government risks

The future viability of the Company is also dependent on a number of other factors affecting performance of all industries and not just the technology industry including, but not limited to, the following:

- i) general economic conditions in jurisdictions in which the Company operates;
- ii) changes in government policies, taxation and other laws in jurisdictions in which the Company operates;
- iii) the strength of the equity and share markets in Australia and throughout the world, and in particular investor sentiment towards the technology sector;
- iv) movement in, or outlook on, interest rates and inflation rates in jurisdictions in which the Company operates; and
- v) natural disasters, social upheaval or war in jurisdictions in which the Company operates.

(d) Taxation

The acquisition and disposal of Shares will have tax consequences, which will differ depending on the individual financial affairs of each investor. All potential investors in the Company are urged to obtain independent financial advice about the consequences of acquiring Shares from a taxation point of view and generally.

To the maximum extent permitted by law, the Company, its officers and each of their respective advisers accept no liability and responsibility with respect to the taxation consequences of applying for Shares under this Prospectus.

14. Directors, Key Management and Corporate Governance

14.1 Board of Directors

In accordance with the terms of the Term Sheet and with effect from completion of the Acquisition, Jeremy Bond and Benjamin Bussell will retire as Directors of the Company and three nominees of Lunalite, Frank Hurley, Mark Niutta and John Toll, will be appointed to the Board of the Company.

Upon completion of the Acquisition, the new Board of the Company will comprise of:

- Frank Hurley (Non-Executive Chairman)
- Mark Niutta (Non-Executive Director)
- John Toll (Non-Executive Director)
- Stuart Richardson (Non-Executive Director)

14.2 Director profile for the Existing Board

Details of the Directors comprising the Board until completion of the Acquisition are set out below.

Jeremy Bond

Non-Executive Director

Mr Bond graduated from the University of Western Australia with a Bachelor of Commerce (Accounting and Finance), Bachelor of Economics (International Banking) and Bachelor of Arts (Political Science). Mr Bond is currently a fund manager and founder of Terra Capital, a small cap natural resource fund based in Australia. This fund invests in both public and private resource deals throughout the world.

Stuart Richardson

Non-Executive Director

Mr. Richardson has experience in capital markets in both Australia and overseas in the field of stockbroking and investment banking. He is a founding director of Blackwood Capital Pty Ltd, an Australian based investment bank operating in capital markets, advisory services and funds management in equities and private equity funds. He holds a Bachelor of Business from the Swinburne University of Technology, Melbourne, Australia, and is a CPA.

Benjamin Bussell

Non-Executive Director

Mr Bussell is a Senior Accountant with over 14 years' experience in public accounting, corporate accounting and taxation. He is currently the Chief Financial Officer of several ASX listed mineral exploration companies.

14.3 Director profile for the Proposed Board

Details of the Directors who will comprise the Board upon completion of the Acquisition are set out below.

Frank Hurley
Non-Executive Chairman

Mr Hurley is currently the Chief Executive Officer of Wrays Pty Ltd and Managing Director of Wrays Lawyers. Wrays specialise in protection of intellectual property in Western Australia. Mr Hurley is also a Board member of Focus Mobile Media and Discovery Capital and was previously responsible for international and national business development for one of Australia's largest law firms. Mr Hurley has consulted to a number of industries including, mining, aviation, banking and law. Mr Hurley has also lectured at MBA level in a number of universities in Western Australia.

Mark Niutta
Non-Executive Director

Mr Niutta has been involved in stockbroking since working for the Perth Stock Exchange (now ASX) in 1986. He was previously an authorised representative specialising in capital raisings and giving advice to retail clients involving the purchase and sale of listed equities. Mr Niutta spent 13 years with Morgan Stockbroking Perth (Now RBS Morgans)

John Toll
Non-Executive Director

Mr Toll is a Director of Azure Capital Ltd, a boutique advisory firm based in Perth, Western Australia. Prior to joining Azure Capital Ltd, Mr Toll spent over two years working for a UK-based investment bank offering equity capital markets and advisory services to an international client base. With a particular focus on the natural resources sector, he advised clients in Europe, Africa, South America and Asia. He has experience in mergers and acquisitions, capital raisings and IPOs. Mr Toll started his career within the assurance and advisory division of KPMG in Perth.

Mr Toll graduated from the University of Western Australia in 2000 with a Bachelor of Commerce majoring in Accounting and Finance. Mr Toll also completed the Institute of Chartered Accountants CA Program and a Graduate Diploma in Applied Finance.

Stuart Richardson
Non-Executive Director

Mr. Richardson has experience in capital markets in both Australia and overseas in the field of stockbroking and investment banking. He is a founding director of Blackwood Capital Pty Ltd, an Australian based investment bank operating in capital markets, advisory services and funds management in equities and private equity funds. He holds a Bachelor of Business from the Swinburne University of Technology, Melbourne, Australia, and is a CPA.

14.4 Key management

The following people will comprise the key management personnel of the Company upon completion of the Acquisition.

Steve Wildisen
Chief Executive Officer

Mr Wildisen is a respected developer of OOH Advertising and marketer of technology solutions. Mr Wildisen is a co-founder of Lunalite.

Mr Wildisen has helped create successful global outdoor campaigns, from point-of-sale to OOH Advertising specials, for some of the largest international brands. He has worked with the world's largest media groups and has attained unique experience in dealing within the global OOH Advertising industry.

Tony Haines
Commercial Manager

Mr Haines has 23 years' experience in the OOH Advertising industry and a further 10 years in the broadcast sales sector. Mr Haines is currently in charge of commercial partnerships Lunalite.

Mr Haines's key responsibilities include tailoring the XTD System's capabilities to local markets and opportunities to ensure partnership objectives are achieved within the contract tenure.

Mr Haines has consulted at senior levels on digital commercial and market strategies, created high-performance group sales plans and built strong relationships with key decision makers in OOH Advertising companies, major brand-marketing companies and with senior media agency and holding company executives. He has been integral to the introduction of Lunalite's XTD System to the Melbourne Sites and will continue to oversee the roll-out of the XTD Systems in the future.

14.5 Directors interests

Other than as set out in this Prospectus, no Director holds at the date of this Prospectus or held at any time during the last 2 years, any interest in:

- The formation or promotion of the Company;
- Property acquired or proposed to be acquired by the Company in connection with its formation or promotion, or the Offer; or
- The Offer.

Further, other than as disclosed in this Prospectus, the Company has not paid any amount or provided any benefit, or agreed to do so, to any Director, either to induce that Director to become, or to qualify them as a director of the Company, or otherwise, for services rendered by them in connection with the formation or promotion of the Company or the Offer.

14.6 Directors' security holdings

Directors are not required to hold any Shares under the constitution of the Company.

Set out in the table below are details of the anticipated relevant interests of the Existing Directors and Proposed Directors in the Shares of the Company upon completion of the Offer.

Director	Existing Shares ¹	Shares at Completion	% interest ²
Jeremy Bond	2,268,231	3,393,232	2.74%
Stuart Richardson	486,002	1,986,005	1.60%
Benjamin Bussell	Nil	Nil	-
Frank Hurley ³	Nil	4,036,826	3.26%
Mark Niutta ⁴	Nil	4,780,506	3.86%
John Toll ⁵	Nil	1,689,391	1.36%

Notes:

1. The above figures are presented on a post-Consolidation basis. The exact number of Shares is subject to rounding effects of the Consolidation.
2. Assumes that the Offer is fully subscribed and that there are 123,982,963 Shares on issue. The exact number of Shares on issue will be subject to the rounding effects of the Consolidation.
3. Frank Hurley will receive 4,036,826 Shares as a Lunalite Vendor under the Acquisition.
4. Mark Niutta will receive 4,780,506 Shares as a Lunalite Vendor under the Acquisition.
5. John Toll will receive 1,689,391 Shares as a Lunalite Vendor under the Acquisition.

Set out in the table below are details of the anticipated relevant interests of the Directors in other securities of the Company upon completion of the Offer.

Director	Performance Shares
Jeremy Bond	Nil
Stuart Richardson	Nil
Benjamin Bussell	Nil
Frank Hurley ¹	6,900,018
Mark Niutta ²	6,900,018
John Toll	Nil

Notes:

1. The Company has agreed that Frank Hurley will receive 1,050,003 Class A Performance Shares; 1,050,003 Class B Performance Shares; 1,050,003 Class Performance Shares and 3,750,009 Class D Performance Shares as part of the Acquisition. Please see Section 16.2 for full terms of the Performance Shares.
2. Mark Niutta will receive 1,050,003 Class A Performance Shares; 1,050,003 Class B Performance Shares; 1,050,003 Class Performance Shares and 3,750,009 Class D Performance Shares as part of the Acquisition. Please see Section 16.2 for full terms of the Performance Shares.

14.7 Directors' remuneration

The Constitution provides that each Director is entitled to such remuneration from the Company as the Directors decide, but the total amount to all non-executive Directors must not exceed in aggregate the amount fixed by the Company in a general meeting. The current maximum amount of remuneration that may be paid to all non-executives Directors has been set at \$250,000 per annum and may be varied by ordinary resolution of the Shareholders in general meeting.

The Board has resolved that Directors' fees will be \$50,000 per annum for the Chairman and \$36,000 per annum for non-executive Directors, exclusive of statutory superannuation contributions and reimbursement of expenses reasonably incurred in the performance of their duties as a Director.

The remuneration of the executive Directors and key management will be determined by the Board. A summary of Steve Wildisen's (the proposed CEO of the Company) and Tony Haines' (the proposed Commercial Manager of Lunalite) employment agreements are set out in Section 15.7.

14.8 Related party transactions

(a) Vendor Directors participation in Acquisition

Two of the Company's Current Directors, Mr Jeremy Bond and Mr Stuart Richardson, (together the **Vendor Directors**) are also shareholders in Lunalite. The Company proposes to acquire the shares in Lunalite held by the Vendor Directors as part of the Acquisition. Each of the Vendor Directors is a related party of the Company by virtue of being a director of the Company.

As the Vendor Directors are related parties of the Company, at the October General Meeting, the Company sought and obtained approval under Listing Rule 10.1 to acquire the shares in Lunalite held by the Vendor Directors as part of the Acquisition. An independent expert's report was included in the notice of general meeting.

Further, Listing Rule 10.11 provides that a company must not (subject to specified exceptions) issue or agree to issue equity securities to a related party without the approval of shareholders. Therefore approval was also sought under Listing Rule 10.11 for the issue of the Shares to the Vendor Directors as consideration for their share in Lunalite.

As a result of the Acquisition the maximum number of Shares to be issued to the Vendor Directors (or their nominees) is:

- (i) Mr Stuart Richardson –1,500,004 Shares; and

(ii) Mr Jeremy Bond –1,125,003 Shares.

The Company did not seek Shareholder approval pursuant to Chapter 2E of the Corporations Act for the issue of Shares to the Vendor Directors as consideration for their shares in Lunalite as the Board determined that the financial benefit to the Vendor Directors comes within the arm's length exception in section 210 of the Corporations Act as the Shares to be issued to the Vendor Directors are being issued on the same terms as the other vendors of Lunalite.

(b) **Joint Lead Managers**

The Company has engaged Azure Capital Limited (**Azure**) and Blackwood Capital Pty Ltd (**Blackwood**) as the joint lead managers in relation to the Offer and Azure to act as the Company's corporate advisor in respect to the Acquisition, re-compliance with chapters 1 and 2 of the Listing Rules and the Offer under this Prospectus. Refer to Section 15.8 for a summary of the mandates with Azure and Blackwood.

Mr Stuart Richardson, a Current Director, is a director and shareholder of Blackwood. Mr John Toll, a Proposed Director, is a director and shareholder of Azure.

The Company did not seek Shareholder approval pursuant to Chapter 2E of the Corporations Act for the engagement of Azure and Blackwood as joint lead managers to the Offer as the Board (other than Mr Stuart Richardson, who abstained from voting on the engagement of Blackwood), determined that the terms of the mandates were on an arm's length basis on the basis that the terms of engagement are no more favourable than could be obtained by any other participant in the market.

(c) **Relationship between Lead Managers, the Company and Lunalite**

Pursuant to a mandate dated 25 June 2014, Azure was previously engaged by Lunalite as corporate adviser and joint lead manager to assist Lunalite seek a listing on the ASX via a reverse takeover. In consideration for the services provided, Lunalite paid Azure an amount of \$194,504.54 (excluding GST).

Pursuant to a mandate dated on or around 25 June 2014, Blackwood was previously engaged by Lunalite as joint lead manager to assist Lunalite in raising capital. In consideration for the services provided, Lunalite paid Blackwood an amount of \$88,200 (excluding GST).

(d) **Shareholding of Joint Lead Managers**

As set out in 14.8(b) above, Azure is an entity associated with Mr John Toll (a Proposed Director) and Blackwood is any entity associated with Mr Stuart Richardson (a Director).

Set out in the table below are details of the anticipated relevant interests of Azure and Blackwood in the Shares of the Company upon completion of the Offer.

Azure		Number of shares
Shareholding in the Company at date of Prospectus		-
Shareholding in Lunalite at date of Prospectus		750,000 ¹
Shareholding in the Company post Acquisition		2,250,005
Blackwood		Number of shares
Shareholding in the Company at date of Prospectus		-
Shareholding in Lunalite at date of Prospectus		294,000,000 ²
Shareholding in the Company post Acquisition		-

Notes:

1. Azure Capital Investments Pty Ltd, an entity associated with Azure, holds an additional 900,000 shares in Lunalite as bare trustee for entities associated with employees of Azure who always have had beneficial ownership of the shares. It is intended these holdings will be distributed to each of these entities prior to completion of the Offer.
2. Blackwood Capital Partners Fund 1 Pty Ltd, an entity associated with Blackwood, holds 294,000,000 shares in Lunalite as bare trustee for clients of Blackwood. It is intended these holdings will be distributed to each of these entities prior to completion of the Offer.

14.9 Corporate Governance

This summary identifies the key corporate governance policies and practices adopted by the Company's Board. The Board is committed to ensuring continued investor confidence in the operations of the Company and in maintaining high standards of corporate governance in the performance of their duties.

The role of the Board

The role of the Board of Directors is to provide strategic guidance to the Company (and its related bodies corporate), effective oversight of management and to provide a sound base for a culture of good corporate governance within the Company.

The Board will always retain ultimate authority over the management and staff of the Company and its related bodies corporate.

In performing its role, the Board should act, at all times:

- In recognition of its overriding responsibility to act honestly, fairly and in accordance with the law in serving the interests of the Company, its Shareholders, as well as its employees, customers and the community;
- In a manner designed to create and continue to build sustainable value for Shareholders;
- In accordance with the duties and obligations imposed upon them by the Company's Constitution and applicable law; and
- With integrity and objectivity, consistently with the ethical, professional and other standards

set out in the Company's corporate governance policies.

Responsibilities of the Board

The responsibilities of the Board include:

- Represent and serve the interests of Shareholders by overseeing and appraising the Company's strategies, policies and performance;
- Protect and optimise the Company's performance and build sustainable value for Shareholders;
- Set, review and ensure compliance with the Company's values and governance framework; and
- Ensure that Shareholders are kept informed of the Company's performance and major developments.

Composition of the Board

Under the Company's constitution, the minimum number of Directors is three and the maximum is nine. The Board at the date of this Prospectus comprises of three Directors, namely Stuart Richardson, Jeremy Bond and Benjamin Bussell. Upon Completion of the Acquisition, the Board will comprise of four Directors, namely Stuart Richardson, Frank Hurley, Mark Niutta and John Toll. The Directors consider the size and composition of the Board is appropriate given the current size and status of the Company.

Each Director is bound by all of the Company's charters, policies and codes of conduct. If the Board determines it is appropriate or necessary, they may establish committees to assist in carrying out various responsibilities of the Board. Such committees will be established by a formal charter.

The Board delegates the management of the Company's business and day to day operation to the Chief Executive Officer who is authorised, in turn, to delegate such powers conferred on him or her to members of the senior management group.

The Board seeks to nominate persons for appointment to the Board who have the qualifications, experience and skills to augment the capabilities of the Board.

Independence of Directors

The Board considers the issue of independence with regard to a set of questions outlined in the Board charter. The issue is considered in light of a materiality threshold relevant to the particular time of the issue.

Independent Professional Advice

The Directors are entitled to seek independent professional advice at the Company's expense on any matter connected with the discharge of their responsibilities. Such advice may be sought in accordance with the procedures set out in the Board charter.

Securities Trading Policy

The Company has adopted a formal policy for dealing in the Company's securities by Directors and employees and their respective associates (in accordance with Listing Rule 12.9). "Respective

associates” refers to spouses, dependent children, family trust/trustee and family companies. The securities trading regarding allowable dealings is that those persons should:

- Never engage in short term trading of the Company’s securities;
- Not deal in the Company’s securities while in possession of price sensitive, non-public information;
- Notify the Company Secretary of any material transactions involving the Company’s securities; and
- Restrict their buying and selling of the Company’s securities to a 30 day period immediately following the date of each annual and other general meeting and immediately following each date on which the Company gives to the ASX its annual, half yearly and quarterly reports (**trading window**).

In addition to trading permitted inside the trading window, transactions may also be appropriate in certain other circumstances, provided that before participating in the market the employee confirms that no important developments are pending which need to be made public.

If an employee is restricted from dealing in Company securities in the manner described above, they must notify the Company Secretary of any intended dealings in Company securities three days prior to such intended dealings. This notice must be in writing.

The securities trading policy is available on the Company’s website at www.whiteeagleresources.com.au.

Remuneration Policy

The Company has adopted a remuneration policy designed to align individual and team reward and encourage executives to perform to their full capacity.

Remuneration packages may contain any or all of the following:

- Annual salary base with provision to recognise the value of the individual’s personal performance and their ability and experience;
- Rewards, bonuses, special payments and other measures available to reward individuals and teams following a particular outstanding business contribution;
- Share participation;
- Other benefits, such as holiday leave, sickness benefits, superannuation payments and long service benefits.

The Board will determine the appropriate level and structure of remuneration of the executive team and such consideration will occur each year on the recommendation of the Chief Executive Officer.

Remuneration of the Chief Executive Officer will be reviewed annually by the Board. Determination of Non-Executive Directors’ fees is with regard to the long term performance of the Company.

Continuous Disclosure Policy

The Company, as a listed public company, is required to disclose price sensitive information to the market as it becomes known to comply with the continuous disclosure requirements of the Corporations Act and the Listing Rules.

The continuous disclosure policy of the Company ensures that all Shareholders and investors have equal access to the Company's information, to the extent practicable. Price sensitive information will be disclosed by way of an announcement to the ASX and placed on the Company's website.

Shareholder Communication

The Board strives to ensure that Shareholders are provided with full and timely information to assess the performance of the Company and its Directors and to make well-informed investment decisions.

Information is communicated to Shareholders:

- Through the release of information to the market via the ASX;
- Through the distribution of the annual report and notice of annual general meeting;
- Through letters and other forms of communications directly to Shareholders; and
- By posting relevant information on the Company's website.

Ethical Standards and Business Conduct

The Board recognises the need for Directors and employees to observe appropriate standards of behaviour and business ethics when engaging in corporate activity. Through its code of conduct, the Board intends to maintain a reputation of integrity. The Company's business ethics are founded on openness, honesty, fairness, integrity, mutual respect, ethical conduct and compliance with laws.

The standards set out in the code of conduct are required to be adhered to by officers and employees of the Company. The code of conduct and further details of these standards can be found on the Company's website.

ASX Corporate Governance Principles and Recommendations

Where possible and having regard to the size and nature of the Company's operations, the Board has adopted the Corporate Governance Principles and Recommendations (3rd Edition) issued by the ASX Corporate Governance Council. Departures from the principles and recommendations are set out in the table below.

Recommendation	Nature of Departure	Explanation for Departure
2.1	The Company does not have any independent Directors.	The size and scope of the Company's activities does not justify the cost of appointing independent directors at this stage of its development.
2.4	The Company does not have a nomination committee.	The role of the nomination committee is assumed by the full Board. The size and scope of the Company's activities does not justify the establishment of such a committee.
4.2, 4.3, 4.4, 4.5	The Company does not have an audit	The role of the audit committee is

	committee	assumed by the full Board. The size and scope of the Company's activities does not justify the establishment of such a committee.
7.1	The Company does not have a formal risk management policy.	Business risk is continually assessed by the Board by addressing the key items listed in the Corporate Governance Principles and Recommendations.
8.1, 8.2	The Company does not have a remuneration committee.	The role of the remuneration committee is assumed by the full Board who apply the Company's Remuneration Policy. The size and scope of the Company's activities does not justify the establishment of such a committee. No Director participates in any deliberation regarding his own remuneration or related issues.

15. Material Contracts

15.1 Introduction

The Directors consider that certain contracts are material to the Company or are of such a nature that an investor may wish to have particulars of them when making an assessment of whether to apply for Shares under the Offer. The provisions of such material contracts are summarised in this Section. As this Section is a summary only, the provisions of each contract are not fully disclosed. To understand fully all rights and obligations pertaining to the material contracts, it would be necessary to read them in full.

15.2 Vendor Agreements

On 26 June 2014 the Company entered into a binding term sheet to acquire 100% of the issued capital in Lunalite. The Company will issue a total of 78,750,198 Shares and 28,500,074 Performance Shares to the Lunalite Vendors (being the Management Shareholders and Seed Shareholders) as consideration for the acquisition (together, **Consideration Shares**).

The formal agreements to effect the Company's acquisition of Lunalite will be in the form of two share sale agreements, one sale agreement with the Management Shareholders (**Long Form Share Sale Agreement**) and another short form agreement to be entered into between the Company and each Seed Shareholder (**Short Form Share Sale Agreement**). Together, the Management Shareholders and Seed Shareholders hold 100% of the issued capital in Lunalite.

(a) Long Form Share Sale Agreement

On 31 October 2014, the Company entered into the Long Form Share Sale agreement with Lunalite and the Management Shareholders pursuant to which the Company will acquire 4,083,309 fully paid ordinary shares in the capital of the Lunalite, these shares comprise 15.6% of the issued capital of the Lunalite (**Management Shares**).

The consideration payable for purchase of the Management Shares is as follows:

- (i) 12,249,958 Shares to the Management Shareholders; and
- (ii) 28,500,074 Performance Shares to certain directors and management of Lunalite, which will be convertible into Shares on a one for one basis, as follows:
 - (A) 4,500,012 Performance Shares will be convertible into Shares upon successful installation and first revenue to Lunalite from the Brisbane Contract by no later than two years from completion of the Acquisition;
 - (B) 4,500,012 Performance Shares will be convertible into Shares upon an agreed 'security mobile application' being developed by Lunalite and either being adopted by one rail operator, or

achieving a minimum of 200,000 subscribers by no later than two years from completion of the Acquisition;

- (C) 4,500,012 Performance Shares will be convertible into Shares upon Lunalite generating total net revenue of at least \$5.0 million in any 12 month period by no later than three years from completion of the Acquisition; and
- (D) 15,000,038 Performance Shares will be convertible into Shares upon Lunalite being awarded an off-shore XTD contract of at least 40 screens and that contract being successfully installed and generating revenue to Lunalite by no later than five years from completion of the Acquisition.

Completion under the Long Form Sale Agreement is conditional upon, and subject to, a number of conditions. The following conditions remain outstanding at the date of this Prospectus:

- (i) each Seed Shareholder entering into a Short Form Sale Agreement with the Company in respect of their Lunalite shares;
- (ii) the Company and Lunalite obtaining all necessary regulatory approvals on terms acceptable to the parties as are required to give effect to the transactions contemplated by the Long Form Sale Agreement, including re-compliance with chapters 1 and 2 of the Listing Rules (if required) on terms which the Company believes are capable of satisfaction; and
- (iii) either each shareholder of Lunalite waiving any pre-emptive rights in respect of the sale of other shares in Lunalite, by other shareholders of Lunalite, to the Company, or the Company being satisfied that at completion there will be no pre-emptive rights in respect of the sale of other shares in the Lunalite; and
- (iv) Lunalite obtaining any third party consents or approvals required, including from counterparties to contracts, to give effect to the transactions contemplated by the Long Form Sale Agreement.

The Long Form Share Sale Agreement includes standard commercial warranties that are usual for a transaction of this type including warranties from the Management Shareholders in respect of the business operations and financial position of Lunalite.

(b) **Short Form Share Sale Agreement**

The Seed Shareholders are the beneficial and legal owners of 22,166,691 fully paid ordinary shares in the capital of Lunalite, these shares comprise 84.4% of the issued capital of the Lunalite (**Seed Shares**).

The Company has or is proposing to enter into the Short Form Sale Agreement with each of the Seed Shareholders to purchase their Seed Shares.

Seed Shareholders will each receive 3 Shares (on a post-consolidation basis) for each of their Lunalite shares sold to the Company. The total consideration payable to all Seed Shareholders for purchase of the Seed Shares is, on a post consolidation basis, 66,500,240 Shares.

Each Short Form Sale Agreement includes limited representations and warranties by the relevant Seed Shareholder relating to title and ownership of the Seed Shares, including that the Seed Shares are free of all encumbrances and third party interests, and that the Seed Shareholder has legal capacity to enter into and be bound by the terms of the Short Form Share Sale Agreement.

The Management Shareholders and Seed Shareholders have acknowledged that some or all of the Consideration Shares may be escrowed in accordance with the requirements of ASX. To the extent that ASX does not impose any escrow or imposes escrow for less than 6 months for any of the Consideration Shares, the Management Shareholders and Seed Shareholders have agreed to those shares being subject to 6 months voluntary escrow.

Completion of the sale and purchase of the Lunalite shares under the Long Form Share Sale Agreement and the Short Form Share Sale Agreement is interdependent and will occur contemporaneously.

15.3 Melbourne Contract

Lunalite (through its subsidiary Outdoor Digital Solutions Pty Ltd (**ODS**)) has secured an exclusive seven year advertising contract with MTM and the Victorian State Government for all Cross Track advertising in Melbourne's underground stations (**Melbourne Contract**). The material terms and conditions of the Melbourne Contract are set out below.

MTM has granted ODS the right to conduct advertising activities (including the installation of the digital screens and associated infrastructure) (**Melbourne Assets**) at specific locations within the Melbourne suburban train network (**Melbourne Sites**) for a 7 year term which commenced on 1 July 2014 (**Term**).

Material terms and conditions of the Melbourne Contract are set out below.

(a) Operation of Melbourne Assets

The Melbourne Contract provides ODS with the exclusive use of Melbourne Sites and Melbourne Assets during Term for the sole purpose of conducting permitted advertising activities (**Activities**). During the Term MTM will not grant any other person any right to use or install project screen advertising in stations that form part of the Melbourne underground loop.

In conducting the Activities ODS will allow MTM or Victorian Rail Track to utilise up to 10% of the available advertising time and charge customers in accordance with rates agreed between ODS and MTM.

(b) Fees and costs

ODS must use best endeavours to maximise revenue received from the Activities and the Melbourne Assets (after deducting GST and commissions to advertising agencies media buyers or advertising selling agencies) (**Net Advertising Revenue**).

From 1 October 2014 (being three months from the start of the Term), ODS will pay MTM an amount equal to the greater of:

- (i) 30% of all Net Advertising Revenue from each Melbourne Asset that month; and
- (ii) the amount calculated by dividing 30% of the Net Advertising Revenue for the first year of the Term by 12 (it being acknowledged that this calculation will not apply during the first year of the Term) (**Minimum Guaranteed Income**).

ODS shall pay all rates, taxes or levies relating to the Melbourne Sites, Melbourne Assets and Activities.

(c) Operating Provisions

General requirements on the content of advertisements are included in the Melbourne Contract, including compliance with applicable laws, advertising codes of conduct and intellectual property rights, compliance with safety standards and restrictions on the display of offensive or contentious material. ODS shall not unreasonably use any Melbourne Site or Melbourne Asset for any purpose other than conduct of the Activities and shall not alter or abandon any Melbourne Site or Melbourne Asset without the consent of MTM.

ODS is responsible (at its sole expense) for the installation, removal, cleaning and maintenance of the Melbourne Assets.

At any time during the Term, ODS may request that MTM approve additional, replacement or new Melbourne Assets. MTM may approve or reject any request by ODS, at its absolute discretion.

MTM may impose conditions or restrictions in relation to the Activities to ensure the safety to users of the Melbourne rail services and Melbourne Sites. MTM will ensure any conditions or restrictions are made in good faith with ODS being notified of such reasons.

With reasonable notice to ODS, MTM may require the removal of Melbourne Assets for the following reasons:

- (i) that a Melbourne Site will be subject to construction, maintenance or relocation;
- (ii) changes in laws that prohibit the Activities;
- (iii) use of the Melbourne Site for the Activities jeopardises safety of passengers or employees of the Melbourne rail service;

- (iv) the Activities obstruct or impede rail service operations which cannot be avoided by rescheduling of the advertising activities; or
 - (v) ODS fails to comply with any conditions specified by ODS in relation to the Activities or Melbourne Assets or obtain necessary government or regulatory approvals or permits for the Melbourne Assets or Melbourne Sites.
- (d) Indemnity

ODS indemnifies MTM for all direct and indirect loss suffered by MTM as a result of breach of the agreement by ODS or any action or omission by ODS in performance of the agreement (except to the extent such loss is caused by the fraud, wilful default or negligence of MTM).
- (e) Assignment

Any rights or obligations under the Melbourne Contract cannot be assigned without the prior written consent of MTM, which may not be unreasonably withheld.

MTM may assign any of its rights or obligations under the Melbourne Contract without the consent of ODS.
- (f) Termination

The Melbourne Contract may be terminated by either party if the other party has committed a breach of the agreement and has failed to remedy such breach:

 - (i) in the case of unpaid monies, within 10 business days after receipt of notice from the non-breaching party;
 - (ii) in the case of any material breach (or a combination of breaches which collectively constitute a material breach), within 20 business days after receipt of notice from the non-breaching party; or
 - (iii) in the case of an insolvency event, with 7 days' notice.

MTM may immediately terminate the Melbourne Contract on ODS' failure to remove offensive material.
- (g) Franchise Agreement

The Melbourne Contract is dependent on and subject to the franchise agreement between Connex Melbourne Pty Ltd (ACN 087 516 210) and the Director of Public Transport under the *Transport Act 1983 (Vic)* dated 19 February 2004 (**Franchise Agreement**). If the Franchise Agreement expires or terminates prior to the Term, MTM may terminate the Melbourne Contract with effect from the expiry or termination of the Franchise Agreement.

If MTM becomes aware of the proposed termination or expiry of the Franchise Agreement, MTM will use best endeavours to assign the Melbourne Contract, with effect from the termination of the Franchise Agreement, to avoid termination of the Melbourne Contract.

15.4 Brisbane Contract

Queensland Rail Limited (**QRL**) and Lunalite entered into the Cross Track Digital Advertising Screens Station Advertising Agreement dated 20 August 2013 (**Brisbane Contract**) which provides Lunalite the right to install advertisements on selected QRL infrastructure (**Brisbane Sites**).

The material terms of the Brisbane Contract are set out below.

(a) Operating of Brisbane Assets

The Brisbane Contract grants Lunalite the exclusive licence to develop, install, manage and maintain the advertising screens (**Brisbane Assets**) on the Brisbane Sites and enter into agreements with customers for display of their advertising material on the Brisbane Assets and the Brisbane Sites (**Activities**). During the term of the agreement QRL will not permit any other person any right to use or install project screen advertising in stations that form part of the Melbourne underground loop.

Lunalite will ensure 30% of the available advertising time will be used for news, weather and other free of charge content during each year.

(b) Term

The Brisbane Contract commenced on 1 July 2014 and is in a trial phase until 30 April 2015 (**Operational Commencement Date**). The term will expire 5 years after the Operational Commencement Date (**Term**). The Term may be extended for two years at the sole discretion of QRL.

(c) Fees and costs

From 1 January 2014, Lunalite shall pay QRL a monthly payment of \$11,458 (being the 15 screen pro-rata equivalent of the minimum guarantee payment of \$16,042 payable from the Operational Commencement Date).

From the Operational Commencement Date, Lunalite shall pay QRL:

- (i) a monthly payment of \$16,042 (being the equivalent of \$192,500 per annum) (**Minimum Guarantee Payment**). The Minimum Guarantee Payment is based on the operation of 21 screens and during the first year of the Term will be adjusted pro-rata based on the number of screens installed; and
- (ii) a quarterly revenue share, which is calculated as 18% of total gross advertising sales revenue that is received or receivable by Lunalite in

relation to the Activities (after deducting GST and commissions to buying agencies) (**Percentage Fee**).

Lunalite is responsible for insurance relating to the Brisbane Assets and activities related to performance of the Brisbane Contract, including public liability insurance and any other insurance required by law.

Lunalite is responsible (at its sole expense) for the installation, removal, cleaning and maintenance of the Brisbane Assets.

(d) Operating Provisions

Lunalite must comply with a contract management plan agreed with QRL in respect of the Brisbane Assets and Lunalite's obligations under the Brisbane Contract (**Management Plan**). The Management Plan shall include:

- (i) maintenance procedures for the Brisbane Assets;
- (ii) the process for auditing and monitoring the performance of Lunalite's obligations under the Brisbane Contract; and
- (iii) a safety management system, including an environmental management system and a set of policies and procedures relating to occupational health and safety.

Lunalite must ensure all advertising on the Brisbane Assets is pursuant to current, paid advertising agreements. Any advertising material that relates to an event that has finished or to any period, offer or arrangement that has lapsed, must be removed within 7 days of such occurrence.

(e) Indemnity

Lunalite indemnifies QRL for all direct and indirect loss suffered by QRL as a result of breach of the Brisbane Contract by Lunalite, and any action or omission by Lunalite in performance of the agreement (except to the extent such loss is caused by the fraud, wilful default or negligence of QRL or its representatives).

(f) Assignment

Rights or obligations of Lunalite under the Brisbane Contract cannot be assigned without the prior written consent of QRL, which may not be unreasonably given. A change in control of Lunalite will be deemed an assignment.

QRL may assign any of its rights or obligations under the Brisbane Contract to a party who becomes responsible for administration of the Brisbane Sites in place of QRL.

(g) Termination

The Brisbane Contract may be immediately terminated by QRL if Lunalite has committed a breach of the agreement and has failed to remedy such breach:

- (i) in the case of unpaid monies, within 30 business days after receipt of notice from QRL; or
- (ii) in the case of any material breach (or a combination of breaches which collectively constitute a material breach), within 20 business days after receipt of notice from QRL.

QRL may also terminate the Brisbane Contract immediately if Lunalite has materially breached the terms of the agreement more than 3 times or if Lunalite is the subject of an insolvency event. QRL may terminate the Brisbane Contract on 90 days' notice in the event legislation, government policies or safety issues prevent conduct of the Activities.

15.5 APN Agreement – Sales Agency Agreement

ODS and APN Outdoor (Trading) Pty Ltd (**APN**) have entered into a sales agency agreement (**APN Agreement**) whereby ODS has appointed APN as the sole exclusive sales agent for the purpose of promoting and marketing the Melbourne Assets to prospective advertising customers and entering into contracts with such parties.

The APN Agreement commenced on 20 October 2014 for a one year period (**Term**).

(a) Commercial Operations

Pursuant to the terms of the APN Agreement APN will ensure the Melbourne Assets are occupied and revenue generating, ensure 30% of the available advertising time will be used for news, weather and public information and use reasonable endeavours to charge customers in accordance with rates agreed between APN and ODS.

(b) Fees and costs

During the Term APN shall pay ODS 70% of net sales revenue (**Net Sales Revenue**) and an annual fee of \$14,027 for each of the Melbourne Assets. Net Sales Revenue shall be calculated as all revenue received by APN from the display of advertising material on the Melbourne Assets (after deductions for advertising agency commissions and applicable GST payments).

APN shall pay all operating expenses of the Melbourne Assets, including advertising installation and production costs, metered electricity charges of up to \$46,000 per annum, and any other charges and expenses in connection with the Melbourne Assets or the advertising contracts.

ODS is responsible for the good working order and condition of the Melbourne Assets, including payment of maintenance, service and insurance costs.

(c) Term

At the election of APN, the parties will negotiate in good faith to agree further terms upon which the APN Agreement may be renewed for a further 4 year term (**Further Term**). Should the parties not be able to agree on terms and conditions that apply to the Further Term, ODS may seek alternative proposals from third parties to act as its sales agent in respect of the screens (but limited to the Further Term). Before the conclusion of any third party agreement ODS must first offer APN the opportunity to renew the agency agreement on the same terms and conditions agreed in principle with the third party.

(d) Assignment

Any rights or obligations under the APN Agreement can not be assigned without the prior written consent of the other party.

(e) Termination

The APN Agreement may be terminated by either party if the other party is in default under the terms of the APN Agreement and has failed to remedy such default within 30 days receiving notice from the non-defaulting party to remedy such default.

15.6 Yesco – Agency Agreement

Yesco Electronics L.L.C (**Yesco**) and Lunalite have entered into a sales, finder's fee and product service agreement (**Agency Agreement**). The parties have agreed that Lunalite will assist Yesco to increase sales of its digital LED display screens (**Product**) in Australia through direct sale of the Product to Lunalite and to third parties with whom Lunalite has or may develop a business relationship. Lunalite shall be the authorised reseller of the Product in Australia, and will also become the authorised service provider for repairs and maintenance of the Product.

Material terms and conditions of the Agency Agreement are set out below:

(a) Term

The term commenced on 14 August 2013 and shall expire on 14 August 2016, provided that the expiry date shall automatically extend for continuing periods of 12 months unless either party provides at least 90 days prior written notice of termination to the other party (**Term**).

(b) Direct Sales to Lunalite Customers

Throughout the Term, Yesco and Lunalite will agree on a list of Lunalite customers with whom Lunalite has a previously established business relationship and whom may wish to purchase the Product (**Existing Customers**). Lunalite will actively seek opportunities for the promotion and sale of the Product to Existing Customers and will assist Yesco in soliciting sales upon terms and conditions specified by Yesco.

(c) Finder's fee

Lunalite will be paid a finder's fee for sales of the Product to Existing Customers. The finder's fee will be paid for each binding agreement directly between Yesco and an Existing Customer for the sale and purchase of the Product for which the Existing Customer has paid the required deposit to Yesco. The finder's fee shall be 3.5% of the US dollar amount actually received by Yesco for sale of the Product.

(d) Minimum Revenue Targets

Lunalite shall use best endeavours to promote the use and sale of the Product such that revenue targets of \$10 million in the first year, \$12 million in the second year and \$15 million in the third year are met (**Minimum Revenue Targets**). Following the third year, additional Minimum Revenue Targets for any extended Term will be as agreed between Yesco and Lunalite.

For the purpose of meeting the Minimum Revenue targets, Revenue means gross revenue received by Yesco for:

- (i) Product purchased by Lunalite (either for its own installations or resale to other parties); and
- (ii) Product purchased by the Existing Customers.

(e) Product Service

Lunalite shall be responsible for performance of the warranty, repair and maintenance services in connection with the Products installed in Australia. The terms and compensation relating to these services shall be agreed between Lunalite and Yesco.

(f) First Right of Refusal

If Lunalite becomes aware of an opportunity for sale of the Product to any customers in Australia, Lunalite will provide Yesco the first opportunity to provide an exclusive offer for such sale prior to Lunalite disclosing the opportunity with any other manufacturer or supplier of products that would be competitive with or a substitute of the Product.

(g) Termination

Yesco may terminate the Agency Agreement on 90 days' notice in the event the Minimum Revenue Targets are not met. Either party may terminate the Agency Agreement if either party has a change in control of its ownership or assets, with such termination being effective 30 days after providing notice of the same.

The Agency Agreement may be terminated by either party if the other party has committed a breach of the Agency Agreement and has failed to remedy a material breach within 30 days after receipt of notice from the non-breaching party.

(h) Assignment

Neither party may assign any rights or obligations under the Agency Agreement without the prior written consent of the other party. A substantial change in the ownership of Lunalite will constitute an assignment and require consent of the other party.

15.7 Employment Contracts

Steve Wildisen

Subject to the Company's re-compliance and re-admission on ASX, the Company will engage Mr Steve Wildisen as its Chief Executive Officer. Outlined below is a summary of the material provisions of the Executive Services Agreement between the Company and Mr Wildisen.

- (a) **Term:** Mr Wildisen's appointment is ongoing subject to the termination provisions.
- (b) **Remuneration:** Mr Wildisen will receive an annual salary of \$175,000 plus statutory superannuation. A bonus based on Lunalite's KPIs will be paid as follows:
 - (i) \$30,000 on successful installation of the Melbourne Contract;
 - (ii) \$30,000 payable 12 months from the date of completion of the Melbourne Contract should Lunalite revenue exceed \$2,000,000;
 - (iii) \$30,000 payable on the agreed 'security mobile application' being developed and adopted by one rail operator; and
 - (iv) \$50,000 on Lunalite being awarded an 'off shore' contracts for the XTD Systems to install at least 40 screens.

Each of the bonus KPIs will be reset each 12 months, commencing 1 July 2015.

- (c) **Termination:**
 - (i) Either party may terminate the Executive Services Agreement by giving three months written notice.
 - (ii) The Company may terminate the Executive Services Agreement without notice for cause.

Tony Haines

Subject to the Company's re-compliance and re-admission on ASX, the Company will engage Mr Tony Haines as the General Commercial Manager of Lunalite. Outlined below is a summary of the material provisions of the employment agreement between the Company and Mr Haines.

- (d) **Term:** Mr Haines' employment is ongoing subject to the termination provisions.

(e) **Remuneration:** Mr Haines will receive an annual salary of \$140,000 plus statutory superannuation. In addition, Mr Haines will receive an annual bonus of up to \$40,000, payable as follows:

- (i) up to \$24,000 on achievement of monthly revenue targets, where such revenue targets would attain gross revenue to Lunalite of at least \$5,000,000 per annum; and
- (ii) up to \$16,000 on attendance and conducting a presentation at meetings with two potential International Metro Rail Network decision-makers.

Each of the bonus KPIs will be reset each 12 months, commencing 1 July 2015.

(f) **Termination:**

- (i) Either party may terminate the employment agreement by giving one month's written notice.
- (ii) The Company may terminate the employment agreement without notice for cause.

15.8 Joint Lead Manager Mandates

(a) **Azure Capital Limited**

The Company has entered into an agreement with Azure Capital Limited (**Azure**) (**Azure Mandate**) pursuant to which the Company has engaged Azure to act as Corporate Adviser and Joint Lead Manager to the Offer. As Corporate Adviser and Joint Lead Manager, Azure will provide assistance in managing and arranging the Offer as is customary for this type of offer, including providing strategic market advice and marketing services and managing the application and allocation processes.

As remuneration for acting as Corporate Adviser and Joint Lead Manager, Azure will receive a fee of:

- (i) 6% of the total amount raised under the Offer by Azure; and
- (ii) \$100,000.

In addition, Azure will be reimbursed for reasonable out-of-pocket expenses directly related to the Offer. If the Company terminates the agreement, or Azure terminates the agreement for cause, the Company will pay any accrued expenses up to the date of termination.

Azure Mandate contains covenants, warranties, representations, indemnities and other terms that are standard for an agreement of this nature.

Pursuant to the Azure Mandate, the Company has granted Azure the first right of refusal to act in the lead role of any further equity capital raisings undertaken by the Company for a period of 24 months from the date of completion of the Offer.

(b) **Blackwood Capital Pty Ltd**

The Company has entered into an agreement with Blackwood Capital Pty Ltd (**Blackwood**) (**Blackwood Mandate**) pursuant to which the Company has engaged Blackwood to act as Joint Lead Manager to the Offer. As Joint Lead Manager, Blackwood will provide assistance in managing and arranging the Offer as is customary for this type of offer, including providing strategic market advice and marketing services and managing the application and allocation processes.

As remuneration for acting as Joint Lead Manager, Blackwood will receive a fee of 6% of the total amount raised under the Offer by Blackwood.

In addition, Blackwood will be reimbursed for reasonable out-of-pocket expenses directly related to the Offer. If the Company terminates the agreement, or Blackwood terminates the agreement for cause, the Company will pay any accrued expenses up to the date of termination.

The Joint Lead Manager Mandate contains covenants, warranties, representations, indemnities and other terms that are standard for an agreement of this nature.

16. Additional Information

16.1 Rights and liabilities attaching to Shares

The following is a general description of the more significant rights and liabilities attaching to the Shares. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders. Full details of provisions relating to rights attaching to the Shares are contained in the Corporations Act, Listing Rules and the Company's Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

General meetings

Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company.

Shareholders may requisition meetings in accordance with Section 249D of the Corporations Act and the Constitution of the Company.

Voting rights

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of shareholders or classes of shareholders:

- (a) each shareholder entitled to vote may vote in person or by proxy, attorney or representative;
- (b) on a show of hands every person present who is a shareholder or a proxy, attorney or representative of a shareholder has one vote; and
- (c) on a poll, every person present who is a shareholder or a proxy, attorney or representative of a shareholder shall, in respect of each fully paid share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for the share, but in respect of partly paid shares shall have such number of votes as bears the same proportion to the total of such shares registered in the shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).

Dividend rights

Subject to the rights of persons (if any) entitled to shares with special rights to dividends, the Directors may declare a dividend in accordance with the Corporations Act and may authorise the payment or crediting by the Company to the shareholders of such a dividend. The Directors may from time to time pay to shareholders any interim dividend that they may determine. Subject to the rights of any preference shareholders and to the rights of the holders of any shares credited or raised under any special arrangement as to the dividend, the dividend as declared shall be payable on all shares according to the amount paid up, or credited as paid up, on the shares, and otherwise in accordance with Part 2H.5 of the Corporations Act. Interest may not be paid by the Company in respect of any dividend, whether final or interim.

Winding-up

If the Company is wound up, the liquidator may, with the authority of a special resolution of the Company, divide among the shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the shareholders or different classes of shareholders. The liquidator may, with the authority of a special resolution of the Company, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no shareholder is compelled to accept any shares or other securities in respect of which there is any liability.

Transfer of shares

Generally, shares in the Company are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act or the Listing Rules.

Variation of rights

Pursuant to Section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of shareholders vary or abrogate the rights attaching to shares.

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up may be varied or abrogated with the consent in writing of the holders of three-quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

16.2 Terms of Performance Shares

Each Class A Performance Share, Class B Performance Share, Class C Performance Share or Class D Performance Share (together the **Performance Shares**) will have the following terms:

1. Subject to paragraph 5 below, each:

- (a) Class A Performance Share will convert into one Share upon successful installation and first revenue to Lunalite from the Queensland Contract by no later than two years from completion of the Proposed Acquisition (**Performance Hurdle A**);
- (b) Class B Performance Share will convert into one Share upon the Security Mobile Application being developed and either:
 - i) adopted by one rail operator; or
 - ii) achieving a minimum of 200,000 subscribers,

by no later than two years from completion of the Acquisition (**Performance Hurdle B**);

- (c) Class C Performance Share will convert into one Share upon Lunalite generating net revenue of at least \$5.0 million in any 12 month period by no later than three years from completion of the Acquisition (**Performance Hurdle C**); and
 - (d) Class D Performance Share will convert into one Share upon Lunalite being awarded an off-shore contract for its XTD System of at least 40 screens and that contract being installed and generating revenue to Lunalite by no later than five years from completion of the Acquisition (**Performance Hurdle D**).
- 2. A Performance Share is a share in the capital of the Company.
- 3. Upon the occurrence of a Change of Control Event in circumstances where any of Performance Hurdle A, Performance Hurdle B, Performance Hurdle C or Performance Hurdle D (together the **Performance Hurdles**) has not been met:
 - (a) that number of Performance Shares on issue that, after conversion, is up to a maximum number that is equal to 10% of the Company's issued share capital (as at the date of the Change of Control Event ((defined below)) will automatically convert into Shares);
 - (b) The Company will ensure the allocation of Shares issued under paragraph (3)(a) is on a pro rata basis to all holders of Performance Shares in respect of their respective holdings of Performance Shares; and
 - (c) all remaining Performance Shares held by each holder will automatically consolidate into one Performance Share and will then convert into one Share.
- 4. Change of Control Event means:
 - (a) the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 51% of Shares and that takeover bid has become unconditional; or
 - (b) the announcement by the Company that Shareholders have at a Court convened meeting of shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all the Company's securities are to be either:
 - (i) cancelled; or
 - (ii) transferred to a third party; and
 the Court, by order, approves the proposed scheme of arrangement.
- 5. If the any Performance Hurdle is not achieved by its respective time limit as set out in paragraph 1, then all Performance Shares in the class of Performance Shares attaching to that Performance Hurdle, held by each holder, will automatically consolidate into one Performance Share and will then convert into one Share.
- 6. The Company will issue the holder with a new holding statement for a Share issued upon conversion of a Performance Share as soon as practicable following the conversion of a Performance Share.
- 7. The Performance Shares are not transferrable or assignable. The Performance Shares will be unquoted.

8. All Shares issued upon conversion will rank equally in all respects with the Company's then issued fully paid ordinary shares. The Company must, within the time period required by the Listing Rules apply to the ASX for quotation of the Shares on ASX.
9. A holder has the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to shareholders of the Company, and a right to attend a meeting of shareholders of the Company.
10. Other than as required by law, a Performance Share does not entitle the holder to vote on any resolutions proposed at a meeting of shareholders of the Company.
11. A Performance Share does not entitle the holder to any dividends.
12. There are no participating rights or entitlements inherent in the Performance Shares and holders will not be entitled to participate in new issues (such as bonus issues) or pro-rata issues of capital to the Company's Shareholders.
13. In the event of any reorganisation (including consolidation, subdivisions, reduction or return) of the authorised or issued capital of the Company, the basis for adjustment of the number of the Company's Shares to be issued on conversion of a Performance Share will be reconstructed in accordance with the Listing Rules which apply to the reorganisation of capital at the time of the reorganisation so that the holder will not receive a benefit that holders of ordinary securities do not receive (other than due to the rounding up of the number of the Company's Shares to be issued on conversion, subject to shareholder approval for the rounding up).
14. Each Performance Share entitles the holder to participate in the surplus profits or assets of the Company upon winding up, but on the basis that each holder's Performance Shares will consolidate into one Performance Share and will then convert into one Share.
15. A Performance Share does not give the holder any other rights other than those expressly provided by these terms and those provided at law where such rights cannot be excluded.
16. The terms of the Performance Shares may be amended as necessary by the Directors of the Company in order to comply with the Listing Rules or any directions of the ASX regarding the terms.
17. In these terms:
 - (a) "Change of Control Event" is defined in paragraph 4;
 - (b) "Queensland Contract" means the Cross Track Digital Advertising Screens Station Advertising Agreement dated 20 August 2013 between Lunalite and Queensland Rail Limited;
 - (c) "Security Mobile Application" means the *ProtechT* Security Mobile Application currently in the process of development by Lunalite; and
 - (d) "XTD" means a cross track digital media delivery solution.

16.3 Top 10 Current Shareholders

The top 10 Shareholders by number of Shares held as at the date of this Prospectus are set out in the table below. The figures below are presented on a post-Consolidation basis.

#	Shareholder	No. of Shares	Interest
1	J P MORGAN NOMINEES AUSTRALIA LIMITED	5,626,584	18.84%
2	FERNLAND HOLDINGS PTY LTD <CELATO A/C>	2,268,231	7.49%
3	KOBIA HOLDINGS PTY LTD <THE KOBIA A/C>	1,371,773	4.59%
4	TWO TOPS PTY LTD	1,318,716	4.42%
5	BLU BONE PTY LTD	1,286,254	4.31%
6	EXELIN PTY LTD	750,002	2.51%
7	HALAFAX HOLDINGS PTY LTD	750,002	2.51%
8	ALR INVESTMENTS PTY LTD <ALR SUPER FUND A/C>	525,002	1.76%
9	GRAHAM FORWARD PTY LTD <G J FAMILY A/C>	487,502	1.63%
10	BUCKET SUPER PTY LTD <THE BUCKET SUPER FUND A/C>	450,002	1.51%

16.4 Top 10 Post Acquisition Shareholders

The top 10 Shareholders by number of Shares following completion of the Offer is set out in the table below. The figures below are presented on a post-Consolidation basis and assumes no participation in the Offer by existing Shareholders or the Lunalite Vendors.

#	Shareholder	No. of Shares	Interest
1	BLACKWOOD CAPITAL PARTNERS FUND 1 PTY LTD	19,425,051	15.61%
2	F.H.C. WILSON PTY LTD	14,818,133	11.91%
3	KENERIC NOMINEES PTY LTD (B & C GAVRANICH FAMILY TRUST)	7,462,411	6.00%
4	J P MORGAN NOMINEES AUSTRALIA LIMITED	5,626,584	4.52%
5	AZURE CAPITAL INVESTMENTS PTY LTD	4,950,013	3.98%
6	MAYACARA PTY LTD (MAYACARA INVESTMENT TRUST)	4,036,826	3.24%
7	FERNLAND HOLDINGS PTY LTD <CELATO A/C>	3,393,232	2.73%
8	WILDISEN, STEVEN (SNCWILDO FAMILY TRUST)	2,785,363	2.24%
9	MARK NIUTTA PTY LTD (NIUTTA FAMILY TRUST)	2,551,681	2.05%
10	SG HISCOCK & COMPANY LIMITED	2,250,006	1.81%

16.5 Interests of experts and advisers

Other than as set out below or elsewhere in this Prospectus, no promoter or other persons or entity named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus holds at the date of this Prospectus, or held at any time during the last 2 years, any interest in:

- The formation of the Company;
- Property acquired or proposed to be acquired by the Company in connection with its formation or promotion, of the Offer, or
- The Offer,

and the Company has not paid any amount or provided any benefit, or agreed to do so, to any of those persons for services rendered by them in connection with the formation or promotion of the Company or the Offer.

Azure Capital Limited has acted as Corporate Adviser and Joint Lead Manager to the Offer. In respect of this work, Azure Capital Limited will be paid such amounts as detailed in Section 15.4. During the 24 months preceding lodgement of this Prospectus at the ASIC, Azure Capital Limited has not received any fees from the Company.

Blackwood Capital Limited has acted as Joint Lead Manager to the Offer. In respect of this work, Blackwood Capital Limited will be paid such amounts as detailed in Section 15.4. During the 24 months preceding lodgement of this Prospectus at the ASIC, Blackwood Capital Limited has received \$25,641 (inclusive of GST) in fees from the Company.

Minerva Corporate has acted as compliance manager to the Company in connection with this Prospectus and the Acquisition. The Company will pay approximately \$30,000 to Minerva Corporate for these services. During the 24 months preceding lodgement of this Prospectus with the ASIC, Minerva Corporate has received fees of \$133,100 from the Company.

GTP Legal has acted as the solicitors to the Company in relation to the Offer and has been involved in due diligence enquiries on legal matters. The Company estimates it will pay GTP Legal approximately \$40,000 for these services. Subsequently, fees will be charged in accordance with normal charge out rates. During the 24 months preceding lodgement of this Prospectus with the ASIC, GTP Legal has received \$31,500 (inclusive of GST) in fees from the Company.

BDO Corporate Finance (WA) Pty Ltd has acted as investigating accountant and has prepared the Investigating Accountant's Report which has been included in Section 11 of this Prospectus. The Company estimates it will pay a total of \$6,000 for these services. Subsequently, fees will be charged in accordance with normal charge out rates. During the 24 months preceding lodgement of this Prospectus with the ASIC, BDO Corporate Finance (WA) Pty Ltd has received \$17,369 in fees from the Company.

Wrays Lawyers Pty Ltd has acted as patent attorney to the Company and has prepared the Patent Report which has been included in Section 12 of this Prospectus. The Company estimates it will pay a total of \$500 for these services. Subsequently, fees will be charged in accordance with normal charge out rates. During the 24 months preceding lodgement of this Prospectus with the ASIC, Wrays Lawyers Pty Ltd has received \$nil in fees from the Company.

Security Transfer Registrars has been appointed to conduct the Company's share registry functions and to provide administrative services in respect to the processing of Applications received pursuant to this Prospectus, and will be paid for these services on standard industry terms and conditions.

16.6 Consents

Each of the parties referred to below:

- (a) has not authorised or caused the issue of this Prospectus or the making of the Offer;
- (b) does not make, or purport to make, any statement that is included in this Prospectus, or a statement on which a statement made in this Prospectus is based, other than as specified below or elsewhere in this Prospectus;
- (c) makes no representations regarding and to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any statement in, or omission from, any part of this Prospectus other than a reference to its name and a statement and/or report (if any) contained in this Prospectus with the consent of that party as specified below, and
- (d) has given and has not, prior to lodgement of this Prospectus with ASIC, withdrawn its consent to the inclusion of the statements in this Prospectus that are specified below in the form and context in which the statements appear.

Azure Capital Ltd has given its written consent to being named as the Corporate Adviser and the Joint Lead Manager to the Offer in this Prospectus. Azure Capital Ltd has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

Blackwood Capital Pty Ltd has given its written consent to being named as the Joint Lead Manager to the Offer in this Prospectus. Blackwood Capital Pty Ltd has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

BDO Corporate Finance (WA) Pty Ltd has given its written consent to being named as Investigating Accountant in this Prospectus and to the inclusion of the Investigating Accountant's Report in Section 11 in the form and context in which the report is included. BDO Corporate Finance (WA) Pty Ltd has not withdrawn its consent prior to lodgement of this Prospectus with the ASIC.

Wrays Pty Ltd has given its written consent to being named as the Patent Attorneys to the Company in this Prospectus and to the inclusion of the Patent Report in Section 12 in the form and context in which the report is included. Wrays Pty Ltd has not withdrawn its consent prior to lodgement of this Prospectus with the ASIC.

BDO Audit (WA) Pty Ltd has given its written consent to being named as the auditor to the Company in this Prospectus. BDO Audit (WA) Pty Ltd has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

Minerva Corporate has given its written consent to being named as Compliance Manager to the Company in this Prospectus. Minerva Corporate has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

GTP Legal has given its written consent to being named as the Lawyers to the Company in this Prospectus. GTP Legal has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

Security Transfers Registrars Pty Ltd has given its written consent to being named the Company's Share Registry in this Prospectus and has not withdrawn its consent prior to lodgement of this Prospectus with the ASIC.

16.7 Expenses of the Offer

The estimated expenses of the Offer (excluding GST) are estimated to be as follows:

Item of Expenditure	Minimum Subscription	Oversubscription
Capital Raising Fee	\$180,000	\$210,000
Legal Fees	\$40,000	\$40,000
Investigating Accountant fees	\$6,000	\$6,000
ASIC Fees	\$2,290	\$2,290
ASX Fees	\$83,403	\$83,936
Corporate Advisory fee	\$100,00	\$100,000
Compliance Manager fee	\$30,000	\$30,000
Printing and other expenses	\$5,000	\$5,000
Total estimated expenses	\$449,193	\$479,726

16.8 Continuous disclosure obligations

As the Company is admitted to the Official List of ASX, the Company is a 'disclosing entity' for the purposes of the Corporations Act. As such, it will be subject to regular reporting and disclosure obligations. Specifically, like all listed companies, the Company is required to continuously disclose to the market any information it has which a reasonable person would expect to have a material effect on the price or the value of the Company's securities.

Price sensitive information is publicly released through ASX before it is disclosed to Shareholders and market participants. Distribution of other information to Shareholders and market participants is also managed through disclosure to ASX. In addition, the Company posts information on its website after the ASX confirms an announcement has been made, with the aim of making the information readily accessible to the widest audience.

16.9 Litigation

To the knowledge of the Directors, as at the date of this Prospectus, neither Lunalite, the Company nor any of its subsidiaries is involved in any litigation that is material for the purposes of this Prospectus. The Directors are not aware of any circumstance that might reasonably be expected to give rise to such litigation.

16.10 Directors Authorisation

This Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

In accordance with section 720 of the Corporations Act, each Current Director and Proposed Director has consented to the lodgement of this Prospectus with ASIC and has not withdrawn that consent.

Signed for and on behalf of the Company.

A handwritten signature in black ink, appearing to read 'M. Foy', with a stylized flourish at the end.

Matthew Foy
Company Secretary
4 November 2014

17. Glossary

Where the following terms are used in this Prospectus they have the following meanings:

A\$ or \$ means an Australian dollar.

Acquisition means the acquisition by the Company of the entire issued share capital of Lunalite.

Agency Agreement has the meaning defined in Section 15.5.

APN has the meaning defined in Section 15.5.

APN Agreement has the meaning defined in Section 15.5.

Applicant means a person who submits an Application Form.

Application means a valid application for shares pursuant to an Application Form.

Application Form means the application form accompanying this Prospectus relating to the Offer.

Application Monies means application monies for Shares received and banked by the Company.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange operated by ASX Limited (as the context requires).

Brisbane Assets has the meaning defined in Section 15.4.

Brisbane Contract has the meaning defined in Section 15.4.

Brisbane Sites has the meaning defined in Section 15.4.

Board means the board of directors of the Company as constituted from time to time.

Business Day means a week day when trading banks are ordinarily open for business in Perth, Western Australia.

CAGR means compound annual growth rate.

Closing Date means the closing date of the Offer as set out in the indicative timetable in Section 4.

Completion means the completion of the Acquisition.

Conditions of the Offer means the conditions of the Offer outlined in Section 6.2.

Consolidation means a consolidation of the Company's Share capital on the basis that every 13.3333 Shares be consolidated into one Share.

Company means White Eagle Resources Limited ACN 147 799 951, to be renamed XTD Limited.

Constitution means the constitution of the Company.

Corporations Act means the Corporations Act 2001 (Cth).

Current Directors mean the directors of the Company at the date of this Prospectus.

Directors means the Current Directors and the Proposed Directors.

October General Meeting means the general meeting of Shareholders held on 24 October 2014.

Investigating Accountant's Report means the investigating accountants report in Section 11 of this Prospectus.

Joint Lead Managers means Azure Capital Limited (ACN 107 416 106) and Blackwood Capital Pty Ltd (ACN 101 849 110).

Listing Rules means the Official Listing rules of ASX.

Long Form Share Sale Agreement has the meaning defined in Section 15.2(a)

Lunalite means Lunalite International Pty Ltd ACN 115 799 776.

Lunalite Vendors means the existing shareholders of Lunalite, being the Management Shareholders and the Seed Shareholders.

Management Shareholders means those shareholders of Lunalite who are party to the Long Form Sale Agreement.

Melbourne Assets has the meaning defined in Section 15.3.

Melbourne Contract has the meaning defined in Section 15.3.

Melbourne Sites has the meaning defined in Section 15.3.

Seed Shareholders means those shareholders of Lunalite who are not party to the Long Form Sale Agreement.

Share Sale Agreements mean the Long Form Share Sale Agreement and the Short Form Share Sale Agreements.

Minimum Subscription means 15,000,000 Shares to raise \$3,000,000 (before costs).

MTM means Metro Trains Melbourne Pty Ltd (ACN 136 429 948).

Offer means the offer of Shares pursuant to this Prospectus as outlined in Section 4 and Section 6.

Official List means the official list of ASX.

Official Quotation means official quotation of the Company's Shares by ASX in accordance with the Listing Rules.

OOH Advertising means out-of-home advertising.

Oversubscriptions means 17,500,000 Shares to raise \$3,500,000 (before costs).

Performance Shares means the performance shares to be issued to certain management personnel of the Company on the terms and conditions set out in Section 16.2.

Proposed Directors means Mr Frank Hurley, Mr Mark Niutta and Mr John Toll, details of whom are set out in Section 14.3.

Prospectus means this prospectus.

Section means a section of this Prospectus.

Seed Shareholders means those shareholders of Lunalite who are not party to the Long Form Sale Agreement.

Share means a fully paid ordinary share in the capital of the Company.

Share Registry means Security Transfers Registrars (ACN 008 894 488).

Share Sale Agreements means the Long Form Share Sale Agreement and Short Form Share Sale Agreement.

Shareholder means a holder of Shares.

Short Form Sale Agreement has the meaning defined in Section 15.2(b).

Term Sheet has the meaning in Section 7.3.

WST means Western Standard Time, Perth, Western Australia.

XTD System means Lunalite's cross track digital signage solution.

XTD means cross track digital.

WHITE EAGLE RESOURCES LIMITED

APPLICATION FORM

Please read all instructions on reverse of this form

A Number of Shares applied for

B Total amount payable

Cheque(s) to equal this amount

<input type="text"/>	at \$0.20 each =	<input type="text" value="A\$"/>
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Share Registrars use only	
Broker reference – stamp only	
Broker Code	Adviser Code

you may be allocated all of the Shares above or a lesser number

C Full name details title, given name(s) (no initials) and surname or company name

Name of applicant 1

Name of joint applicant 2 or <account name>

Name of joint applicant 3 or <account name>

D Tax file number(s)

Or exemption category

Applicant 1/company

Joint applicant 2/trust

Joint applicant 3/exemption

E Full postal address

Number/Street

Suburb/town

F Contact details

Contact name

Contact daytime telephone number

Contact email address

G CHESS HIN (if applicable)

H Cheque payment details

Please fill out your cheque details and make your cheque payable to "White Eagle Resources Limited – Share Application Account"

Drawer	Cheque number	BSB number	Account number	Total amount of cheque
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

I Return of the Application Form with your cheque for the Application Monies will constitute your offer to subscribe for Shares in the Company. I/We declare that:

- this Application is completed according to the declaration/appropriate statements on the reverse of this form and agree to be bound by the Constitution of the Company; and
- I/we have received personally a copy of the Prospectus accompanying the Application Form, before applying for Shares.

No signature is required.

The Prospectus contains information about investing in the Shares of the Company and it is advisable to read this document before applying for Shares

You should read the Prospectus dated 4 November 2014 carefully before completing this Application Form. The *Corporations Act 2001* (Cth) prohibits any person from passing on this Application Form (whether in paper or electronic form) unless it is attached to or accompanies a complete and unaltered copy of the Prospectus and any relevant supplementary prospectus (whether in paper or electronic form).

Guide to White Eagle Resources Limited Application Form

This Application Form relates to the Offer of 15,000,000 Shares in White Eagle Resources Limited (**Company**) at \$0.20 per Share (with oversubscriptions of up to 2,500,000 Shares pursuant to the Prospectus dated 4 November 2014 (**Prospectus**)). The expiry date of the Prospectus is the date which is 13 months after the date of the Prospectus. The Prospectus contains information about investing in the Shares of the Company and it is advisable to read this document before applying for Shares. A person who gives another person access to this Application Form must at the same time and by the same means give the other person access to the Prospectus, and any supplementary prospectus (if applicable). While the Prospectus is current, the Company will send paper copies of the Prospectus, and any supplementary prospectus (if applicable), and an Application Form, on request and without charge.

Please complete all relevant sections of the Application Form using BLOCK LETTERS. These instructions are cross referenced to each section of the Application Form. Further particulars and the correct forms of registrable titles to use on the Application Form are contained below.

- A** Insert the number of Shares you wish to apply for.
- B** Insert the relevant amount of Application monies. To calculate your Application monies, multiply the number of Shares applied for by the sum of \$0.20.
- C** Write the full name you wish to appear on the statement of holdings. This must be either your own name or the name of a company. Up to three joint Applicants may register. You should refer to the table below for the correct forms of registrable title. Applicants using the wrong form of title may be rejected. Clearing House Electronic Sub-Register System (**CHESS**) participants should complete their name and address in the same format as that are presently registered in the CHESS system.
- D** Enter your Tax File Number (**TFN**) or exemption category. Where applicable, please enter the TFN for each joint Applicant. Collection of TFN(s) is authorised by taxation laws. Quotation of your TFN is not compulsory and will not affect your Application.
- E** Please enter your postal address for all correspondence. All communications to you from the share registry will be mailed to the person(s) and address as shown. For Joint Applicants, only one address can be entered.
- F** Please enter your telephone number(s), area code, email address and contact name in case we need to contact you in relation to your Application.
- G** The Company will apply to ASX to participate in CHESS, operated by ASX Settlement Pty Ltd, a wholly owned subsidiary of ASX Limited. If you are a CHESS participant (or are sponsored by a CHESS participant) and you wish to hold securities issued to you under this Application in uncertificated form on the CHESS subregister, complete Section G or forward your Application Form to your sponsoring participant for completion of this section prior to lodgement. Otherwise, leave Section G blank and on issue, you will be sponsored by the Company and an SRN will be allocated to you. For further information refer to section 6.11 of the Prospectus.
- H** Please complete cheque details as requested:
Make your cheque payable to "**White Eagle Resources Limited – Share Application Account**" in Australian currency and cross it "Not Negotiable". Your cheque must be drawn on an Australian Bank. The amount should agree with the amount shown in Section B. Sufficient cleared funds should be held in your account, as cheques returned unpaid are likely to result in your Application being rejected.
- I** Before completing the Application Form the Applicant(s) should read the Prospectus to which the Application relates. By lodging the Application Form, the Applicant(s) agrees that this Application is for Shares in the Company upon and subject to the terms of this Prospectus, agrees to take any number of Shares equal to or less than the number of Shares indicated in Section A that may be issued to the Applicant(s) pursuant to the Prospectus and declares that all details and statements made are complete and accurate. It is not necessary to sign the Application Form.
- Privacy** – Please refer to Section 6.20 of the Prospectus for details about the collection, holding and use of your personal information. If you do not provide the information required on this Application Form, the Company may not be able to accept or process your Application.

Correct form of Registrable Title

Note that only legal entities are allowed to hold Shares. Applications must be in the name(s) of a natural person(s), companies or other legal entities acceptable to the Company. At least one full given name and the surname is required for each natural person. The name of the beneficiary or any other non-registrable title may be included by way of an account designation if completed exactly as described in the example of correct forms of registrable title below:

Type of investor	Correct form of Registrable Title	Incorrect form of Registrable Title
Individual Use names in full, no initials	Mr John Alfred Smith	JA Smith
Minor (a person under the age of 18) Use the name of a responsible adult; do not use the name of a minor	John Alfred Smith <Peter Smith>	Peter Smith
Company Use company title, not abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts Use trustee(s) personal name(s), do not use the name of the trust	Mrs Sue Smith <Sue Smith Family A/C>	Sue Smith Family Trust
Deceased Estates Use executor(s) personal name(s), do not use the name of the deceased	Ms Jane Smith <Est John Smith A/C>	Estate of late John Smith
Partnerships Use partners personal names, do not use the name of the partnership	Mr John Smith and Mr Michael Smith <John Smith and Son A/C>	John Smith and Son

Return your completed Application Form to:

By Post To
Security Transfer Registrars Pty Ltd
PO Box 535, Applecross
WA 6953 AUSTRALIA

Or Delivered To
Security Transfer Registrars Pty Ltd
770 Canning Highway
APPLECROSS WA 6153 AUSTRALIA