REPLACEMENT PROSPECTUS

AERISON GROUP LIMITED
ACN 614 735 474

For the offer of up to 37,500,000 New Shares by the Company at an issue price of $0.20 each, and the offer of 30,000,000 Sale Shares by the Selling Shareholders at a sale price of $0.20 each, to raise a minimum of $12,500,000 (before costs) and a maximum of $13,500,000 (before costs).

It is proposed that the Offer will close at 5:00pm (EST) on 1 July 2021. The Directors reserve the right to close the Offer earlier or to extend this date without notice. Applications must be received before that time.

PELOTON CAPITAL

LEAD MANAGER

CARDINALS lawyers and consultants

LEGAL ADVISER

IMPORTANT INFORMATION
This is an important document. You should read this document in its entirety to assist in deciding whether or not to invest in the Company.

You should also consult your professional advisers before deciding whether to invest in the Company. This Offer does not take into account your investment objectives, financial situation or particular needs. You should carefully consider the risk factors in Part D of Section 5 and Section 9 in light of your circumstances.

INVESTMENT IN THE SHARES OFFERED BY THIS PROSPECTUS SHOULD BE CONSIDERED AS HIGHLY SPECULATIVE IN NATURE.

ONE TEAM
OUR SAFETY

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01 CORPORATE DIRECTORY

1. CORPORATE DIRECTORY

Directors

Mr Giuseppe Leone
Managing Director and Chief Executive Officer

Mr Daniel Hibbs
Executive Director and Chief Operating Officer

Ms Bronwyn Barnes
Non-Executive Chairman

Mr Michael Fennell
Non-Executive Director

Mr Peter Iancov
Non-Executive Director

Joint Company Secretaries

Mr Allen Bell
Ms Katherine Garvey

Registered Office

Level 1, 56 Ord Street
WEST PERTH WA 6005

Contact Details

Telephone: +61 8 9352 5900
Email: investors@aerison.com
Website: www.aerison.com

Proposed ASX Code

AE1

Offer Information Line

1800 628 703 (within Australia) or +61 1800 628 703 (outside Australia), 8:30am to 5:30pm EST.

Offer Website

https://events.miraqle.com/Aerison-ipo/

Legal Adviser

Cardinals Lawyers and Consultants
60 Havelock Street
WEST PERTH WA 6005
Telephone: +61 8 9213 3000

Auditor*

RSM Australia Partners
Level 32, Exchange Tower
2 The Esplanade
PERTH WA 6000
Telephone: +61 8 9226 4500

Investigating Accountant

Moore Australia Corporate Finance (WA) Pty Ltd
Level 15, Exchange Tower
2 The Esplanade
PERTH WA 6000
Telephone: +61 8 225 5355

Independent Expert

BIS Oxford Economics Pty Ltd
Level 6, 7 Macquarie Place
SYDNEY NSW 2000
Telephone: +61 2 8458 4200

Share Registry*

Link Market Services Limited
Level 12
680 George Street
SYDNEY NSW 2000
Telephone: +61 1300 554 474

Lead Manager to the Offer

Peloton Capital Pty Ltd
Level 8, 2 Bligh Street
SYDNEY NSW 2000
Telephone: +61 2 8651 7800

*The names of these entities are included for information purposes only and they have not been involved in the preparation or issue of this Prospectus.

02 IMPORTANT NOTICE

One of five dust collection systems designed, constructed and installed at an export facility in Western Australia.

2. IMPORTANT NOTICES

The Offer contained in this Prospectus is an invitation to acquire fully paid ordinary shares (**Shares**) in Aerison Group Ltd ACN 614 735 474 (**Aerison** or **Company**). This Prospectus is issued by the Company and Aerison Group SaleCo Limited ACN 649 780 923 (**SaleCo**). The Offer in this Prospectus is an initial public offering comprised of an offer of New Shares being issued by the Company and an offer of Sale Shares being sold by the Selling Shareholders via SaleCo.

This is a replacement prospectus dated 31 May 2021 and a copy was lodged with ASIC on that date. It replaces the prospectus issued by the Company and SaleCo dated 14 May 2021 and lodged with ASIC on that date (**Original Prospectus**). For the purposes of this document, this replacement prospectus will be referred to as the Prospectus. This replacement prospectus differs from the Original Prospectus in the following areas:

- the "Important Dates" in Section 3 have been revised and corresponding changes have been made to those dates throughout the Prospectus;
- Sections 6.1 (Company Overview), 6.3 (Industry Sectors), Section 6.6 (History of Growth and Diversification), Section 6.8 (Competitive Advantages), 6.9 (Growth Strategy), 6.10 (Past Projects), 6.11 (Orderbook and Pipeline), 6.12 (Key Current Projects) and 6.16 (The Impact of COVID-19 and Aerison's Response) have been amended to include additional information;
- Sections 8.12 (Purpose of the Offer) and 8.13 (Use of Funds) have been amended to include additional information;
- Sections 11.6 (Forecast Financial Information), 11.8 (Consolidated Historical and Forecast Statements of Cash Flows) and 11.13 (Notes to and forming part of the Pro Forma Statement of Financial Position) have been amended to include additional information; and
- Consequential amendments have been made to the Investment Overview in Section 5.

The lodgement of a replacement prospectus has also required certain references to reflect the fact the Company has now applied to the ASX for admission to the Official List and for quotation of its Shares on the ASX.

None of ASIC, ASX and their officers take any responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates. No person or entity is authorised to give any information or make any representation in connection with the Offer that is not contained in this Prospectus. Any information or representation not contained in this Prospectus must not be relied on as having been authorised by the Company, SaleCo, the Directors, the directors of SaleCo, the Lead Manager or any other person in connection with the Offer or this Prospectus. You should rely only on information in this Prospectus.

No Shares will be issued on the basis of this Prospectus later than 13 months after the date of this Prospectus. The Company has applied to the ASX for the admission of the Company to the Official List and official quotation of the Shares on the ASX.

It is important that you read this Prospectus in its entirety and, if you are in any doubt about whether to apply for Shares or have any questions, you should seek professional advice. The Shares the subject of this Prospectus should be considered as highly speculative in nature.

Except as required by law and only to the extent so required, none of the Company, SaleCo, the Directors, the directors of SaleCo or any other person named in this Prospectus gives any warranty or guarantee as to the success of the Company, the Company's performance, the repayment of capital, the payment of dividends, the future value of the Shares, any return on investment made pursuant to this Prospectus or the price at which Shares will trade on the ASX, and each of those persons is unable to advise Applicants on the suitability or otherwise of an investment in the Company.

2.1 Exposure Period

In accordance with Chapter 6D of the Corporations Act, the Original Prospectus was subject to an exposure period of seven (7) days from the date of lodgement with ASIC. This period was extended by ASIC for a further period of seven (7) days.

The purpose of the exposure period is to enable this Prospectus to be examined by market participants prior to the raising of funds, which examination may result in the identification of deficiencies in this Prospectus. In that event, any Application that has been received will be dealt with in accordance with section 724 of the Corporations Act.

The Corporations Act prohibits the Company from processing Applications in the exposure period. Applications for Shares under this Prospectus will not be processed by the Company until after the exposure period. No preference will be given to Applications received by the Company during the exposure period.

2.2 Electronic Prospectus

This Prospectus will be issued in paper form and as an electronic prospectus that may be accessed on the internet at the Company's website at www.aerison.com.

A paper copy of this Prospectus is available free of charge to any person in Australia by calling the Offer Information Line on 1800 628 703 (within Australia) or +61 1800 628 703 (outside Australia) from 8.30 am until 5.30 pm (EST) opening Monday to Friday during the Offer Period.

Pursuant to Regulatory Guide 107 ASIC has exempted compliance with certain provisions of the Corporations Act to allow distribution of an electronic prospectus on the basis of a paper prospectus lodged with ASIC and the issue or transfer of shares in response to an electronic application form, subject to compliance with certain provisions. If you have received or accessed this Prospectus as an electronic Prospectus for the purpose of making an investment in the Company please ensure that you have received the entire Prospectus accompanied by the Application Form. If you have not, please contact the Share Registry (see the Corporate Directory in Section 1 for the Company's contact details) and the Share Registry will send you, at no cost to you, either a hard copy or a further electronic copy of this Prospectus or both during the Offer Period.

Persons who access the electronic version of this Prospectus should ensure that they download and read the entire Prospectus.

By making an Application, you declare that you were given access to this Prospectus, together with an Application Form. The Corporations Act prohibits any person passing an Application Form on to another person unless it is attached to a hard copy of this Prospectus or it accompanies the complete and unaltered version of this Prospectus. The Company reserves the right not to accept an Application Form from a person if it has reason to believe that when that 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. In such a case, the Application Monies received will be dealt with in accordance with section 722 of the Corporations Act.

2.3 Website

No document or information on the Company's website is incorporated by reference into this Prospectus.

2.4 Applicants Outside Australia

This Prospectus and the Offer do not, and are not intended to, constitute an offer or invitation in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or invitation, or to issue this Prospectus. No action has been taken by the Company or SaleCo to register or qualify the Shares the subject of this Prospectus or the Offer, or to otherwise permit a public offering of the Shares the subject of this Prospectus, in any place or jurisdiction outside of Australia..

The distribution of this Prospectus (including in electronic form) in places or jurisdictions outside Australia may be restricted by law and persons who come into possession of this Prospectus outside Australia should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

This Prospectus (including in electronic form) has been prepared for publication in Australia and may not be released or distributed in the United States. or elsewhere outside Australia, unless it has attached to it the selling restrictions applicable in the jurisdiction outside Australia and may only be distributed to persons to whom the Offer may lawfully be made in accordance with the laws of any applicable place or jurisdiction.

This Prospectus (including in electronic form) may not be released or distributed in the United States. This Prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States. The Shares offered under this Prospectus have not been, and will not be, registered under the US Securities Act or the securities laws of any state of the United States, and may not be offered or sold, directly or indirectly, in the United States, or to, or for the account or benefit of a US Person, except in a transaction exempt from or not subject to the registration requirements of the US Securities Act and any other applicable United States state securities laws. This Prospectus does not constitute an offer to sell, or the solicitation of an offer to buy, nor shall there be any sale or transfer of the Shares in any state or other jurisdiction in which such offer, solicitation, sale or transfer would be unlawful under applicable law, including the US Securities Act.

If you are outside Australia it is your responsibility to obtain all necessary approvals for the issue or transfer of the Shares offered under this Prospectus, and you should consult your professional advisers as to whether any governmental or other consents are required or whether any other formalities need to be considered and followed. The return of a completed Application Form will be taken by the Company and SaleCo to constitute a representation and warranty by you that all relevant approvals or consents have been obtained.

Applicants outside Australia should refer to Section 8.20 for more detail on selling and distribution restrictions that apply to the Offer and sale or transfer of Shares in any place or jurisdiction outside Australia

2.5 Financial Information Presentation

Section 11 sets out in detail the financial information referred to in this Prospectus. The basis of preparation of that information is set out in Section 11.2. All financial amounts contained in this Prospectus are expressed in Australian dollars and rounded to the nearest

$1,000 unless otherwise stated. Any discrepancies between totals and sums of components in tables contained in this Prospectus are due to rounding.

The Historical Financial Information included in this Prospectus has been prepared in accordance with the recognition and measurement principles prescribed in Australian Accounting Standards, adopted by the Australian Accounting Standards Board, which are consistent with the International Financial Reporting Standards (**IFRS**) issued by the International Accounting Standards Board.

The Financial information is presented 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.

Certain Financial Information included in this Prospectus is described as pro forma for the reasons described in Section 11. Unless otherwise stated, all pro forma data in this Prospectus gives effect to the pro forma adjustments referred to in Section 11.

The Forecast Financial information included in this Prospectus is based on the best estimate assumptions of the Directors. The basis of preparation and presentation of the Forecast Financial information, to the extent relevant, is consistent with the basis of preparation and presentation of the Historical Financial Information. The Forecast Financial Information presented in this Prospectus is unaudited.

The Financial Information in this Prospectus should be read in conjunction with, and are qualified by reference to, the information contained in Sections 9 and 11.

2.6 Disclaimer and Forward Looking Statements

This Prospectus contains Forecast Financial information based on an assessment of present economic and operating conditions, and on a number of general and specific best estimate assumptions detailed in Section 11.6 regarding future events and actions that, as at the date of this Prospectus, the Company expects to occur.

This Prospectus contains forward looking statements concerning the Company’s business, operations, financial performance and conditions as well as the Company’s plans, objectives and expectations for its business, operations and financial performance and condition including statements of current intentions, statements of opinion and predictions as to future events. These statements can be identified by words such as “aim”, “anticipate”, “assume”, “believe”, “could”, “due,”, “estimate”, “expect”, “goal”, “intend”, “may”, “objective”, “plan”, “predict”, “potential”, “positioned”, “should”, “target,” “will”, “would” and other similar expressions that are predictions of or indicate future events and future trends that involves risks and uncertainties.

Consistent with customary market practice for initial public offerings in Australia, Forecast Financial information has been prepared and included in Section 11 of this Prospectus and is an example of forward-looking statements.

You should be aware that such statements are not statements of fact and there can be no certainty of outcome in relation to the matters to which the statements relate. These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions regarding intentions, future events and actions that, as at the date of this Prospectus, are expected to take place. These forward-looking statements are not guarantees of future performance or development and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of the Company, the Directors, the directors of SaleCo and the Company’s management, which could cause these future acts, events and circumstances to differ from the way or manner in which they are expressly or implicitly portrayed, or anticipated, in this Prospectus.

Factors that may cause such differences or make such statements inaccurate include, but are not limited to, the risk factors detailed in the Key Risks in Part D of Section 5, Section 9, the sensitivity analysis in Section 11.7 and other information in this Prospectus. Potential investors and other readers are urged to consider these factors carefully in evaluating the forward-looking statements or Forecast Financial information. As a result, any or all of the forward-looking statements and the Forecast Financial information in this Prospectus may turn out to be inaccurate.

These forward-looking statements speak only as at the date of this Prospectus. Unless required by law, the Company and SaleCo do not intend to publicly update, revise or review forward-looking statements, or may not publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information contained in this Prospectus. You should, however, review the factors and risks the Company describes in the reports to be filed from time to time with ASX after the date of this Prospectus.

The Company and SaleCo cannot and do not give any assurance that the results, performance or achievements expressed, implied or anticipated by the forward-looking statements contained in this Prospectus will actually occur, and potential investors are cautioned not to place undue reliance on these forward-looking statements or Forecast Financial information.

2.7 Past Performance

This Prospectus includes information regarding past performance of the Company. Investors should be aware that past performance should not be relied upon as being indicative of future performance.

2.8 Contract Summaries

Summaries of contracts detailed in this Prospectus are included for the information of potential investors but do not purport to be complete and are qualified by the text of the contracts themselves.

2.9 Photographs and Diagrams

Photographs used in this Prospectus that do not have descriptions are for illustration only and should not be interpreted to mean that any person shown endorses this Prospectus or its contents or that the assets shown in them are owned by the Company. Any diagram appearing in this Prospectus is illustrative only and may not be drawn to scale. Unless otherwise stated, all data contained in graphs, charts and tables is based on information available on or before the date of this Prospectus.

2.10 Market and industry data

This Prospectus (and in particular Section 8) contains data relating to the industries, segments, sectors and channels in which the Company operates (**Industry Data**). Unless otherwise indicated, such Industry Data is based on an independent market expert report (**Industry Report**) that the Company commissioned from BIS Oxford Economics Pty Ltd, as well as the Company's analysis of that Industry Data. The Company understands that the Industry Report includes or is otherwise based on information from third parties and other publicly available information.

The Industry Data has not been independently prepared or verified and none of the Company, SaleCo or the Lead Manager can assure potential investors as to its accuracy or the accuracy of the underlying assumptions used to estimate such Industry Data. The Company's own estimates involve risks and uncertainties and are subject to change based on various factors, including those described in the risk factors set out in Section 9. Investors should note that industry and sector data and statistics are inherently predictive and subject to uncertainty and not necessarily reflective of actual industry or market conditions.

In addition to the Industry Data, this Prospectus uses third-party data, estimates and projections. There is no assurance that any of the third-party data, estimates or projections contained in this Prospectus will be achieved. The Company has not independently verified such information. Estimates involve risks and uncertainties and are subject to change based on various factors, including those described in the risk factors set out in Section 9.

2.11 Currency

All financial amounts contained in this Prospectus are expressed as Australian currency unless otherwise stated. All references to "$" or "A$" are references to Australian dollars.

2.12 Time

All references to time in this Prospectus are references to EST, being the time in Sydney, New South Wales, unless otherwise stated.

2.13 Suitability of Investment and General Risk Factors - Note to Applicants

The information in this Prospectus is not financial product advice. The Offer contained in this Prospectus does not take into account the investment objectives, financial situation and particular needs of individual investors. This Prospectus provides information to help potential investors decide whether they wish to invest in the Company. Before deciding to invest in the Company, it is important that potential investors read this entire Prospectus carefully, and in particular the risk factors that could affect the future performance, business, financial condition and results of operations of the Company as set out in Part D of Section 5 and Section 9. Potential investors should carefully consider these risks, and any other risk factors in addition to these, together with the assumptions underlying the financial information, in light of their personal circumstances (including financial and tax issues) and seek professional guidance from a stockbroker, solicitor, accountant or other independent professional adviser before deciding whether to invest in the Shares.

Please read the Application Form carefully. No person named in this Prospectus, nor any other person, guarantees the performance of the Company or the repayment of capital or any return on investment made pursuant to this Prospectus. Professional advice should be sought before deciding to invest in any Shares the subject of this Prospectus.

2.14 Cooling off rights

Cooling off rights do not apply to an investment in Shares acquired under this Prospectus. This means that, in most circumstances, you cannot withdraw your Application to acquire Shares under this Prospectus once it has been accepted.

2.15 Financial Services Guide

The provider of the Investigating Accountant's Report on the Financial Information is required to provide Australian retail clients with a Financial Services Guide in relation to that review under the Corporations Act. The Investigating Accountant's Report and accompanying Financial Services Guide is provided in Section 12.

2.16 Definitions

Throughout this Prospectus abbreviations and defined terms are used. Defined terms are generally identifiable by the use of an upper-case first letter. Abbreviations and defined terms are contained in the Glossary in Section 15.

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03 KEY DATES AND OFFER INFORMATION

Aerison HSE field leadership interaction.

3. KEY DATES & OFFER INFORMATION

Important Dates

Lodgement of Prospectus with ASIC	31 May 2021
Opening Date	1 June 2021
Closing Date 5:00pm (EST) on	1 July 2021
Expected date for allotment of Shares	6 July 2021
Expected date for despatch of holding statements to Shareholders	7 July 2021
Expected date for Quotation on the ASX	12 July 2021

Dates May Change

The above dates are indicative only and may change without notice subject to the Corporations Act, ASX Listing Rules and other applicable laws. The Company and SaleCo, in consultation with the Lead Manager, reserve the right to amend any or all of the above dates without notice to potential investors including to extend the closing date of the Offer or close the Offer early without notice, which may have a consequential effect on other dates set out above. The Company and SaleCo, in consultation with the Lead Manager, also reserve the right to accept late Applications, either generally or in particular cases and to also not proceed with the Offer at any time before the issue of New Shares by the Company or transfer of Sale Shares by SaleCo to Applicants, in which case, all Application Monies will be refunded in full (without interest) as soon as practicable in accordance with the requirements of the Corporations Act. Investors are encouraged to submit their Applications as soon as possible after the Offer opens.

How to Invest

Applications for Shares can only be made by completing and lodging the Application Form (other than as expressly provided in this Prospectus).

Instructions on how to apply for Shares are set out in Section 8.9 and on the back of the Application Form.

Questions

If you have any questions in relation to the Offer, contact the Offer Information Line on 1800 628 703 (within Australia) or +61 1800 628 703 between 8.30am and 5.30pm (EST), Monday to Friday.

If you are unclear in relation to any matter, or uncertain as to whether the Company is a suitable investment for you, you should seek professional guidance from your solicitor, stockbroker, accountant or other independent and qualified professional adviser before deciding whether to invest.

Key Offer Information

Offer Price per Share	$0.20
Proceeds to the Company from the issue of New Shares:	
Assuming Minimum Subscription	$6,500,000
Assuming Maximum Subscription	$7,500,000
Proceeds to the Selling Shareholders from the sale of Sale Shares	$6,000,000
Total Proceeds under the Offer	
Assuming Minimum Subscription	$12,500,000
Assuming Maximum Subscription	$13,500,000
New Shares offered for subscription under the Offer:	
Assuming Minimum Subscription ($6,500,000)	32,500,000
Assuming Maximum Subscription ($7,500,000)	37,500,000
Sale Shares to be sold by SaleCo under the Offer	30,000,000
Total Shares on issue as at the date of this Prospectus	241,359,382
Number of Shares held by Selling Shareholders at the date of this Prospectus	231,127,228
Number of Shares held by Selling Shareholders as at Completion	201,127,228
Total Shares to be issued on or before Completion to Convertible Note Holders who exercised conversion rights under the Convertible Notes[1]	26,140,620
Total Shares on issue after Completion[2]:	
Assuming Minimum Subscription	300,000,002
Assuming Maximum Subscription	305,000,002
Market Capitalisation at the Offer Price[3]:	
Assuming Minimum Subscription	$60,000,000
Assuming Maximum Subscription	$61,000,000
Number of Options to be issued to the Lead Manager[4]	6,000,000
Total number of Options on issue at Completion	6,000,000
Total Convertible Notes on issue as at the date of this Prospectus[5]	3,900,000
Total Convertible Notes on issue at Completion[6]	150,000
Total Performance Rights on issue as at the date of this Prospectus[7]	17,500,000
Total Performance Rights on issue as at Completion	17,500,000

ENTERPRISE VALUE AT COMPLETION[8,10]	
Assuming Minimum Subscription	$57,180,000
Assuming Maximum Subscription	$57,241,000
Enterprise Value / Normalised Forecast FY21F EBITDA[9,10,11]	4.7 x
Enterprise Value / Normalised Forecast FY21F EBIT[9,10,11]	5.9 x
Market Capitalisation / Normalised Forecast FY21F NPAT[8,10,11]	
Assuming Minimum Subscription	9.7 x
Assuming Maximum Subscription	9.9 x

1. On or before Completion 26,140,620 New Shares will be issued for 3,750,000 Convertible Notes for their discharge by conversion to New Shares. If Listing does not occur the face value of these Convertible Notes ($3,750,000) may be repaid on their maturity date

of 30 June 2021 unless the Company and Convertible Note Holders have agreed otherwise. The remaining 150,000 Convertible Notes on issue will be redeemed and discharged by the payment of their face value of $150,000 on their maturity date of 30 June 2021. The terms and conditions of the Convertible Notes are summarised in Section 14.6(d).

2. The total number of Shares on issue following Completion will be the sum of the total number of New Shares issued under the Offer, the number of Sale Shares sold by the Selling Shareholders (via SaleCo) under the Offer, the number of Shares retained by the Existing Shareholders and the number of New Shares issued to the Convertible Note Holders on or before Completion.
3. Market Capitalisation at the Offer Price is equal to the Offer Price multiplied by the total number of Shares on issue at Listing. The price at which the Shares trade on ASX may be above or below the Offer Price.
4. 6,000,000 Options will be issued to the Lead Manager on Completion as explained in Section 13.3. The Options will expire three years from the date of issue, have an exercise price of $0.30 each and are otherwise on the terms and conditions set out in Section 14.6(b). The Options issued to the Lead Manager will equate to 1.85% (Minimum Subscription) or 1.83% (Maximum Subscription) of the share capital of the Company on a fully diluted basis at Listing.
5. A total of 3,900,000 Convertible Notes are on issue at the date of this Prospectus, the terms and conditions of which are summarised in Section 14.6(d).
6. 3,750,000 Convertible Notes that are on issue at the date of this Prospectus will convert into New Shares and be discharged on or before Completion. If Listing does not occur the face value of these Convertible Notes ($3,750,000) may be repaid on their maturity date of 30 June 2021 unless the Company and Convertible Note Holders agree to extend the maturity date. The 150,000 Convertible Notes will be redeemed and discharged by the payment of their face value of $150,000 on their maturity of 30 June 2021.
7. 17,500,000 Performance Rights have been issued to Related Parties as explained, and the terms and conditions of which are set out, in Section 14.6(c). The admission of the Company to the Official List will satisfy the achievement of a milestone that coverts all of the Performance Rights into New Shares. In accordance with the terms and conditions of the Performance Rights, one New Share will be issued for each Performance Right, on the date that is 15 months from Listing.
8. Market capitalisation at Completion is the number of Shares on issue at Completion (Minimum Subscription and Maximum Subscription) multiplied by the Offer Price of $0.20. The price at which Shares trade on ASX may be above or below this amount.
9. Enterprise Value is equal to the market capitalisation of the Company at the Offer Price less Pro Forma Cash and cash equivalents as at 31 December 2020 (Minimum Subscription $12,743,000; Maximum Subscription $13,682,000) plus Pro Forma Borrowings (Minimum Subscription a Maximum Subscription $9,923,000). Normalised Forecast FY21F EBITDA is equal to the sum of Pro Forma Forecast FY21F EBITDA less recurring expense adjustments relating to public company costs ($316,000). Normalised Forecast FY21F EBIT is equal to the sum of Pro Forma Forecast FY21F EBIT less recurring expense adjustments relating to public company costs ($316,000). There is no material difference in the calculation of these ratios at Minimum Subscription and Maximum Subscription.
10. Normalised Forecast FY21F NPAT is equal to the sum of Pro Forma Forecast FY21F Net Profit After Tax less recurring expense adjustments relating to public company costs ($221,000).
11. The Pro Forma Financial Information incorporates the adjustments set out in Section 11. Certain Financial Information included in this Prospectus is described as pro forma for the reasons described in Section 11.

Please refer to Sections 8.14 and 8.15 for further details relating to the current and proposed capital structure of the Company.

04 CHAIRMAN'S LETTER TO INVESTORS

4. CHAIRMAN'S LETTER TO INVESTORS

Dear Investor

On behalf of the directors of Aerison Group Ltd (the **Company**), I am pleased to present this Prospectus and am delighted to invite you to become a shareholder in the Company, which wholly owns the Company's principal trading entity Aerison Pty Ltd. The Company was incorporated in September 2016 to acquire all of the shares in Aerison Holdings Pty Ltd which in turn owns all of the shares in Aerison Pty Ltd.

Established in Perth, Western Australia in 1988 and incorporated as a company in 1993, Aerison Pty Ltd has grown over the years from a specialist environmental engineering company to a broad based engineering design and construction company self-performing multi-disciplined EPC, engineering and design, construction and maintenance services to a number of industries and applications across Australia.

With over 25 years' corporate operating experience in the Australian construction industry, including with major ASX-listed companies, I am excited by the opportunity presented by Aerison. I am impressed not only with Aerison's financial performance, but also the Company's passionate focus on its culture, people and clients. The growth of the Company is a tribute to the dedication and foresight of Aerison Group Ltd's founders, Giuseppe Leone and Daniel Hibbs, who have built the solid foundations on which Aerison will base its next phase of evolution and the growth opportunities that lie ahead.

In FY20, Aerison achieved revenue of $100.5 million (representing revenue growth of 26% from FY19) and earnings before interest, tax, depreciation and amortisation (**EBITDA**) of $10.5 million. In FY21F, Aerison forecasts revenue of $130.0 million, pro forma EBITDA of $12.5 million and a pro forma net profit after tax of $6.4 million. This forecast growth is based on Aerison's strong operational and financial performance to date and existing contracted work, further details of which are detailed in Section 6 of this Prospectus. For details about an overview of the industry in which the Company operates please refer to the BIS Oxford Economics Pty Ltd Industry Report in Section 7.

This Prospectus contains an offer of New Shares and an offer of Sale Shares at $0.20 each. Aerison is seeking to raise up to $7,500,000 by the issue of up to 37,500,000 New Shares at an issue price of $0.20 each. This Prospectus also includes an offer by Aerison Group SaleCo Limited for the sale of 30,000,000 Existing Shares (**Sale Shares**) by some of the Existing Shareholders at $0.20 per Sale Share for total proceeds of $6,000,000. There is a minimum subscription to the offers of 62,500,000 Shares at an offer price of $0.20 each to raise a total of $12,500,000 (before costs).

The funds from the issue of New Shares will be utilised as working capital to enable Aerison to fund future growth opportunities that may arise and to meet Aerison's obligations on its work pipeline. The offer of the Sale Shares provides an opportunity for the Selling Shareholders to realise some of their existing investment in Aerison and provide liquidity in the trading of shares of Aerison. The Selling Shareholders will retain a significant Shareholding in Aerison and have entered into voluntary escrow arrangements in respect of their retained Share holdings.

Following Completion, subscribers to the Offer will hold 22.1% (Maximum Subscription) or 20.8% (Minimum Subscription) of the issued share capital of Aerison. The remaining Shares will be held by the Existing Shareholders and Convertible Note Holders who have elected to convert their Convertible Notes into Shares at or before ASX listing.

An ASX listing will provide Aerison with access to capital markets and enhance Aerison's reputation throughout the engineering, procurement, construction, mining and energy industries. The Board has the belief that this will improve Aerison's financial and competitive position and will underpin its brand and growth.

This Prospectus contains detailed information about the Offer and the current and proposed operations of the Company. However all investors should be aware of the inherent risks it carries through events and circumstances which cannot all be foreseen or mitigated. Please read this Prospectus in its entirety carefully, especially the key risk factors in Part D of the Investment Overview in Section 5 and the risk factors in Section 9, and seek professional advice if necessary prior to making your informed decision to invest.

On behalf of the Directors I am pleased to present this investment opportunity to you and look forward to welcoming you as a Shareholder.

Yours sincerely

Bronwyn Barnes
NON-EXECUTIVE CHAIRMAN
AERISON GROUP LTD

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05 INVESTMENT OVERVIEW

Aerison Dust Collection System - Pilbara (inland operations).

5. INVESTMENT OVERVIEW

The information contained in this Section 5 is a summary only of the information contained in this Prospectus and is not intended to provide comprehensive details of the Offer. You should read and carefully consider this Prospectus in full including the Industry Report in Section 8 and the Investigating Accountant's Report in Section 12 and, if in any doubt, you should consult with your professional advisers before deciding whether to apply for Shares under the Offer.

A. COMPANY

TOPIC	SUMMARY	MORE INFORMATION
Who is the issuer of this Prospectus?	Aerison Group Ltd (ACN 614 735 474) Aerison Group SaleCo Limited (ACN 649 780 923)	Section 8.1
What is the Company and what does it do?	Aerison Group Ltd was incorporated on 9 September 2016 with the purpose of acquiring all of the issued share capital of Aerison Holdings Pty Ltd which in turn owns all of the issued share capital of Aerison Pty Ltd, the principal trading entity of the Group. This acquisition was completed in November 2016. Aerison Group Ltd migrated to a public company limited by shares on 30 April 2021. Established in Perth, Western Australia in 1988 and incorporated as a company in 1993, Aerison Pty Ltd, the principal trading entity of Aerison Group Ltd, has grown from a specialist environmental engineering company into a broad based engineering design and construction company self-performing multi-disciplined EPC, engineering and design, construction and maintenance services to various industries and clients across Australia. The Company is recognised for its environmental services which includes studies, compliance testing and customised designed and built solutions that reduce the impact of industry on the environment. Its services are broadly categorised as follows: (a) Engineering and Design (b) Environmental (c) Sustaining Capital, Maintenance and Shutdown (d) Project (e) Electrical and Control Infrastructure (f) Power Generation	Section 6.1
What industry sectors does the Company operate in?	Aerison's services are applicable to and are provided across the following industry sectors: (a) Natural Resources ▪ Mining and minerals ▪ Oil and gas (b) Non-Process Infrastructure ▪ Materials bulk storage and handling ▪ Road and rail tunnels associated infrastructure ▪ Rail non-rolling stock component fabrication and assembly ▪ Fuel facilities (c) Utilities ▪ Water ▪ Power (including renewables) ▪ Gas	Sections 6.1, 6.3 and 7.1

TOPIC	SUMMARY	MORE INFORMATION
Where does Aerison operate?	Aerison's corporate and operating office is located in West Perth, Western Australia with a 10,800 square metre fabrication and assembly facility in Forrestfield, Western Australia. The Company currently employs a full-time workforce of approximately 125 professional, technical, managerial and support personnel, in addition to approximately 420 directly employed site construction personnel.	Section 6.1
What is the Company's growth strategy?	Aerison is focused on growing its business and delivering sustainable earnings growth to its Shareholders. The Company has a strong track record of growth which is demonstrated through the selection of projects completed (for past projects refer to Section 6.9 and ongoing projects and current client base refer to Section 6.11). The quality and spread of customers provides an ideal platform from which to continue to sell the Company's diverse service offering. The Board is confident that the Company's market position and reputation will enable the Company's business to continue to grow through the award of new projects, securing of longer term maintenance agreements and expansion of its service offering amongst existing clients. Aerison's growth strategies are focused on the following: **Continued Market Sector Diversification**: Aerison's service offering is transferable to non-mining applications. **Geographical Expansion**: In 2021 and beyond Aerison will look to re-establish its operations on the Australian east coast with the aim of penetrating the large east coast infrastructure and natural resources sector in order to provide diversification of geographical risk and expand the project pipeline. **New Process Technologies**: Leverage off existing process technologies and expand custom built and designed service offering to a broader environmental market sector. Aerison's solutions have a much broader application than on mining and minerals. **Increase Project Scale and Diversity**: Aerison remains committed to growing with its current client base and seeking new project opportunities by increasing the scale of projects it undertakes and utilising additional project funding mechanisms such as bonding and bank facilities, to deliver these projects. **Strategic Acquisitions**: An ASX listing will provide Aerison with increased flexibility and capability to expand and diversify through strategic acquisitions. Aerison will focus on identifying and pursing acquisition opportunities over the medium to longer term which will contribute to the expansion of the Company's existing operations in non-mining infrastructure market sector. **Repeat and New Business Opportunities**: Aerison will continue to grow its client base by identifying and developing new client opportunities. Aerison will endeavour to increase annuity type maintenance, protection and refurbishment service delivery under longer term contracts, together with identifying innovative techniques to win projects and improve margins.	Section 6.8

TOPIC	SUMMARY	MORE INFORMATION
Who are Aerison's customers?	One of Aerison's key strengths is its long-standing and repeat business relationships with customers across various industries and market sectors. Aerison's relationships with major miners, producers and government utilities have been built up through a long history of providing high quality service delivery and an integrated range of service offerings. In line with its growth strategy, Aerison is continuing to expand its customer base and establish new relationships across the non-mining infrastructure sectors as its service offerings are readily transferrable. These customers include Acciona, Alstom, APA, Citic Pacific, Fortescue, Laing O'Rourke, Newmont, Origin Energy, Pilbara Port Authority, Rio Tinto, Shell, Southern Ports Alliance, Tianqi Lithium Water Corporation and Woodside.	Section 6.11
What is the Company's dividend policy?	The Company's focus will be primarily on executing its growth strategy. 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. Please read the Forecast Financial Information in conjunction with the assumptions underlying its preparation as detailed in Sections 11.2(d) and 11.6 and the risk factors in Section 9. As at the date of this Prospectus franking credits of $2,317,447 are available to shareholders for subsequent financial years.	Section 11.15
Why is the Company seeking to raise funds?	The Board believes that the Company's current cash reserves and the funds raised from the Offer will provide the Company with sufficient working capital to achieve its stated objectives as detailed in this Prospectus. The purpose of the Offer is to: (a) raise working capital to fund future projects, growth opportunities and to replenish funds forecast to be utilised in the repayment of short term borrowings and investment in property, plant and equipment in FY21F; (b) increase the Company's profile and brand; (c) facilitate the sale of Sale Shares by the Selling Shareholders; (d) facilitate the listing of Aerison on the ASX and to enable access to capital markets for future growth opportunities; and (e) provide a liquid market for Shares and an opportunity for people to invest in Aerison. The proceeds of the Offer will be applied to: (a) working capital to replenish funds forecast to be utilised in the repayment of short term borrowings and investment in property, plant and equipment in FY21F, to fund the general operating activities of the Company and future projects, and to pursue the Company's growth strategies as detailed in Section 8; (b) the acquisition of Sale Shares from Selling Shareholders; and (c) paying the expenses of the Offer. Whilst the Company intends to pursue a growth strategy as disclosed in Section 6.9, which may include potential strategic acquisitions that provide complementary services to the Company's core capabilities and/or facilitate entry and penetration into new markets, no immediate acquisition opportunity has been identified by the Company. Funds raised from the Offer may be utilised for investigation and due diligence activities related to potential acquisition opportunities if such opportunities arise. However, no immediate acquisition opportunities have been identified by the Company and consequently the Company has not yet identified a requirement for funds for the purpose of acquisition activities. Any decision	Sections 8.12 and 8.13

TOPIC	SUMMARY	MORE INFORMATION
	to invest in a particular opportunity will be disclosed by the Company in accordance with its continuous disclosure obligations.	
What has been the impact of COVID-19 on Aerison and what has been Aerison's response?	Despite the global impact of COVID-19, there has been no material adverse impact on Aerison's financial performance. Upwards of 90% of Aerison's operations and contracts are predominantly based in Western Australia, a state that has not been as significantly impacted by COVID-19 as other states of Australia or other countries. In addition, Aerison was classified as an essential services provider to the Western Australian mining industry which enabled it to continue operational activities with minimal impact during lockdowns and restricted travel periods. Aerison's financial performance was not adversely affected by any of the short-term lockdown or travel restrictions imposed by the Western Australian state government. Projects and operational activities have continued and payments from customers has continued in accordance with the agreed terms and conditions. All contracts and projects with Aerison's customers have continued, the pipeline of work continues to grow (particularly within mining, especially iron ore, relating to plant upgrades and maintenance and investment in infrastructure as a result of federal and state government stimulus packages) and Aerison is continuing to win new contracts. The Company has implemented a COVID-19 management plan at all locations in order to minimise the risk of infection for individuals and disruption to operational activities. The Company's COVID-19 management plan is reviewed and updated based on the latest guidance from health professionals and the government as the situation develops. Given the uncertainty of the impact or severity of future COVID-19 outbreaks there is an increased risk of limited access to, or shortages of, labour, materials, and consumables. These risks are being continually monitored, early commencement of preparation and engagement activities, active dialogue with customers and suppliers including local sourcing of labour and materials wherever possible to minimise reliance on interstate or international sources.	Section 9.10

B. BUSINESS MODEL – COMPANY AND INDUSTRY OVERVIEW

TOPIC	SUMMARY	MORE INFORMATION
What is the Company's business model?	Aerison's business model focuses on utilising in-house capabilities for the engineering, design, construction and maintenance of process and non-process infrastructure. Aerison is a self-performing contractor that employs a team of industry professionals with extensive experience. Aerison's model of an end-to-end service and delivery offering allows greater capture of the value-chain associated with the life of an asset, from front end engineering and design and ECI to complete project delivery and on-going maintenance. Aerison is typically directly engaged by the asset owner or operator and less frequently, by a managing engineer on behalf of the asset owner or operator. Aerison delivers projects and services on both greenfield and brownfield sites. In addition, a material portion of Aerison's services are provided to assets where minimising planned and unplanned downtime is a client priority, such as processing infrastructure in the natural resources and energy sectors. Being a self-performing contractor, Aerison has the technical knowledge and operational flexibility to design and deliver innovative solutions, including engineering, scoping and planning, to accommodate these requirements. Aerison's operations are divided into four operating divisions: (i) Engineering Services. (ii) Asset Projects and Asset Services. (iii) Specialist Projects and Services. (iv) Fabrication and Modular Assembly.	Section 6.3

TOPIC	SUMMARY	MORE INFORMATION
How does Aerison generate revenue?	Aerison generates its revenue from a mix of schedule of rates, unit rates and fixed price contracts. Some contracts may contain all three elements and the mix changes from time to time. Work is either awarded under specific contracts, purchase orders or works orders subject to an overarching master services type agreement. Performance bonds or bank guarantees are generally required for larger contracts to ensure performance and quality. The Company engages with its clients and secures revenue in various ways, but primarily through: ▪ Competitive tendering - traditional open tendering processes. ▪ Establishing long-term contractual relationships, such as through master service agreements. ▪ Pro-active identification of client (and potential client) assets that may benefit from Aerison's expertise and services. ▪ Site audit, compliance testing, inspections and scoping study services. These services provide Aerison the ability to promote its in-house capabilities to deliver solutions for items identified during the audit, compliance testing and inspection process. ▪ Early project lifecycle involvement. Through the engineering and design division, Aerison is often involved in the preliminary study, and/or detailed design of a project. This provides the opportunity to promote capabilities at an early stage. ▪ Early contractor involvement (**ECI**): a. continuous industry engagement to promote capabilities; and b. targeted client education (for example, in relation to safety in design, constructability).	Section 6.3
What is the industry forecast for key market sectors in which the Company operates?	BIS Oxford Economics Pty Ltd (**BIS**) has provided an independent market expert report contained in Section 8 (**Industry Report**). BIS is forecasting strong and continued growth across key market sectors in which Aerison is currently operating and is targeting in its growth strategy as included in the Industry Report. In summary: ▪ Engineering construction activity in Australia is forecast to experience strong growth off the back of a transport construction boom and a robust increase in resources-related work sectors, peaking in 2024. Growth in total engineering construction work is expected to average just over 5% per annum from 2021 to 2025. ▪ Mining and heavy industry construction (including oil and gas, as well as minerals and other heavy industry work) is forecast to grow by 7% per annum on average over FY21 to FY25 inclusive, led by large investment in iron ore projects initially, but broadening into other commodities as well as oil and gas later on. ▪ Utilities construction (including electricity, water and wastewater and gas pipelines) is also expected to grow over the next five years, albeit at a weaker rate than resources-related construction, driven by new investments in energy, water and gas pipelines. ▪ The outlook for the construction of materials handling facilities is also positive, although agricultural cropping, while recovering, is not expected to surpass 2017. Meanwhile, renewed post-COVID-19 growth in domestic demand for goods is forecast to drive strong increases in demand for imports, boosting the need for investment in the handling of manufactured goods at ports (both imports and exports), warehouses and at final destinations. ▪ Australia is on the cusp of a renewed boom in road and rail transport infrastructure, with multiple megaprojects rolling out simultaneously in coming years in most states and territories. Over the next five years, road construction work done is expected to grow at 7% per annum, while rail construction will grow even faster – over 10% per annum. ▪ Maintenance support and activity is expected to continue its growth trajectory following continuous additions to the asset base from the private sector, particularly resources related construction, along with the upcoming wave of public infrastructure projects in electricity generation, other utilities and transport.	Section 8

<table>
<tr><th>TOPIC</th><th>SUMMARY</th><th>MORE INFORMATION</th></tr>
<tr><td>What are Aerison's demand growth drivers?</td><td>Aerison has successfully delivered projects and services to its clients for over 32 years and has underpinned its growth to date. Demand for Aerison's services in Australia is increasing with key drivers including:
<table>
<tr><td>Ageing assets:</td><td>Assets of major producers and associated infrastructure in the commodity chain is ageing and requires an increasing level of sustaining maintenance (as ageing impacts structural integrity, compliance and performance). The majority of assets applicable to Aerison's services are located in harsh operating environments.</td></tr>
<tr><td>Asset capability and capacity expansion:</td><td>Existing processing and infrastructure assets require upgrades, structural strengthening and scale expansion solutions. Asset owners are also seeking to extend the life of existing assets as opposed to demolishing and rebuilding them (which can also have an environmental benefit).</td></tr>
<tr><td>Environmental Regulations and Social Responsibility:</td><td>With increasing government and environmental regulations, asset owners are compelled to ensure their operating assets meet emissions and environmental impact targets.</td></tr>
<tr><td>Increase in new assets:</td><td>With the closure of old operations and increased demand on commodities, there is a strong pipeline of investment in the resources sector.</td></tr>
</table></td><td>Section 6.6</td></tr>
<tr><td>What is the Company's history of growth and diversification?</td><td>Over the last three years Aerison has experienced significant growth with double digit year on year growth. The main growth driver for 2020 was an increase in projects delivered across the Mining & Minerals Industry Sector.

Aerison expects revenues of circa $130.0 million and EBITDA of circa $12.5 million for 2021, a forecast 30% and 21% increase respectively from 2020.

The majority of Aerison's earnings have to date been derived from the delivery of Western Australian mining & mineral projects. The Company has a significant project pipeline consisting of projects and works under master service agreements where there is a reasonable likelihood of Aerison being awarded a contract. As Aerison continues to expand its operations, it is expected that the Company's earnings will become increasingly diversified both geographically and by industry with the exposure to any one particular contract (at any given time) will be reduced.</td><td>Section 6.5</td></tr>
<tr><td>What is the Company's orderbook and pipeline?</td><td>As at 31 March 2021, Aerison had an orderbook of $300 million of which $97 million is expected to be undertaken in FY21. This results in a significant proportion, 74%, of forecast revenue being secured at 31 March 2021. In addition, the Company has $60 million of secured work for FY22 and $143 million for FY23 and beyond. This secured revenue is derived from secured contracts and repeat panel revenue from Master Services Agreements (MSA's).

The Company recognises potential income based on a forecast program of work planned by the client which typically has an 18 month look ahead of scheduled work. The significant percentage of secured work along with its tender pipeline and history of repeat panel revenue provides the Group with a high level of confidence in its FY21 forecasts.

Aerison's significant $1.4 billion tender pipeline and the continued industry spend also provides Aerison with confidence of its future revenue.</td><td>Section 6.10</td></tr>
</table>

C. KEY STRENGTH/INVESTMENT HIGHLIGHTS

TOPIC	SUMMARY		MORE INFORMATION
What are the key strengths of the Company and key advantages of an investment in the Company?	The Directors are of the view that an investment in the Company provides the following non-exclusive list of advantages based on the key strengths and competitive advantages of the Company:		Section 6.7
	Long-term relationships with major mining clients	The Company has successfully developed and maintained strong client relationships throughout its decades long history. This has been developed through a long history of on-time delivery and quality service, a key competitive advantage in securing new contracts and winning repeat business. In addition, major mining clients result in lower counterparty risk.	
	Diversified and Integrated Service Offering	Aerison's integrated business model enables the Company to deliver holistic solutions to its client base. Through this integrated offering, Aerison has been able to differentiate by providing services across the full project development cycle, from project inception (including feasibility studies) through to complete design and development processes and also extending to the provision of maintenance services.	
	Established Management Systems	Aerison's history of successful project delivery reflects its robust management systems, which has enabled the Company to deliver favourable risk-reward outcomes and deliver projects on a profitable basis. For all projects, Aerison undertakes detailed due diligence in order to limit the potential loss exposures and to ensure high quality standards are continually met.	
	Environmental Capability	Aerison has a proven track record in environmental services. The in-house technical expertise and end-to-end service offering ensures Aerison is able to service the complete lifecycle of the system- from the study, to engineering, to fabrication, construction and commissioning and then finally onto maintenance.	
	Experienced Board and Management	Aerison's management team has extensive experience in the minerals, oil and gas, construction and infrastructure sectors. The Board has a broad and diverse range of contracting and public company experience.	

D. KEY RISKS

This Section is a summary only and is not intended to provide full information for investors intending to apply for Shares offered under this Prospectus.

This Prospectus should be read and considered in its entirety.

TOPIC	SUMMARY	MORE INFORMATION
What are the key risks of an investment in the Company?	You should be aware that subscribing for Shares the subject of this Prospectus involves a number of risks to the business, assets and operations of the Company that potentially influence the operating and financial performance of the Company. You should read this Prospectus in its entirety and, in particular, consider the key risk factors affecting the Company set out below and the risk factors in Section 9 before deciding whether to apply for Shares under this Prospectus.	Section 9

TOPIC	SUMMARY	MORE INFORMATION
	You are urged to consider those risks carefully and, if necessary, to also consult your professional advisers with any questions before deciding whether to invest in the Company.	
Key Contract Risk	The majority of the Company's revenue is derived from a number of substantial contracts with clients, including those summarised in Section 13. There is a risk that any one or more of those contracts may be terminated, delayed or incur unforeseen costs which may not be recoverable. Any variation to scope and timing of works, delay or termination of the Company's material contracts may materially impact on the Company's financial position. The Company may also become subject to warranty claims, claims for defects or other claims which may expose it to re-performance of its contractual obligations or additional costs, which would negatively impact the Company's financial position.	Section 9.2
Contracting Risk	A significant portion of the Company's business is through large, long term contracts and some of which are subject to fixed pricing arrangements. Such contracts often include liability periods for work performed by the Company, an obligation on the Company to pay liquidated damages for late delivery/performance and extensive indemnities by the Company. Under most of the Company's contracts the client has the power to unilaterally suspend or terminate the contract by giving written notice. The suspension or early termination of contracts may result in the Company incurring additional costs or being unable to realise the full value of the contract, which is likely to adversely affect the growth prospects, operating results and financial performance of the Company.	Section 9.3
Counterparty Risk	The delay or failure of the Company's clients or other parties to agreements to which the Company is a party to pay any debts or other obligations they have to the Company when due and payable, whether as a result of insolvency or for other reasons, may have a material adverse impact on the Company's future financial performance, cash flows and financial position.	Section 9.4
Time and Cost Overruns	Any failure by the Company to properly assess and manage project risks, or a failure to promptly monitor costs, may result in cost overruns which may cause a project to be less profitable than expected or even result in the Company making a loss on that particular project. Such circumstances may also expose the Company to payment disputes with its clients.	Section 9.5
Safety Risks	The Company's operations involve risks to both personnel and property, and there is a risk that industrial accidents may occur in the course of the Company's activities, which could give rise to liability for the Company, including under occupational health and safety laws and under general law. The Company has a strong commitment to safety however there can be no guarantees that such an accident will not occur. A serious accident could impact upon the Company's reputation, growth prospects and financial performance.	Section 9.6
Growth	There is a risk that the Company may be unable to manage its future growth successfully. There is also no guarantee the Company will be successful in maintaining or growing the volume of its projects and its project pipeline going forward.	Section 9.7
Competition	The Company operates in highly competitive markets in which a number of companies compete. If the Company is unable to meet these competitive challenges, it may lose market share to its competitors which may have a material impact on its financial position and future earnings.	Section 9.8
Reliance on Key Personnel	The Company's management and key personnel are responsible for overseeing the day to day operations of the Company. There is a risk that the Company may not be able to secure personnel with the relevant experience at the appropriate time which may impact on the	Section 9.9

TOPIC	SUMMARY	MORE INFORMATION
	Company's existing operations and/or its future growth prospects, which may adversely affect the financial performance and financial position of the Company.	
COVID-19 Risk	As at the date of this Prospectus there is significant global economic uncertainty due to the current COVID-19 pandemic, which has been having and will likely continue to have, a significant impact on global economic activity, capital markets, commodity prices and foreign exchange rates. The temporary closure of, or limited access to, sites on which the Company operate in response to Federal or State government directives or client policies, or supply chain interruptions, may adversely impact the Company's operations, financial position and prospects.	Section 9.10
Additional Requirements for Capital	The Company's capital requirements depend on numerous factors. Depending on the Company's ability to generate income from its operations, the Company may require further financing in addition to amounts raised under the Offer. Any additional equity financing will dilute existing shareholdings, and debt financing (if available) may involve restrictions on future financing and operating activities. This may have an effect on the Company's growth strategy. Any inability to obtain additional financing on acceptable terms could have a material adverse effect on the Company's activities and the value of the Shares.	Section 9.11
Debt Finance Risks	Aerison uses bank debt to partially fund its business operations. The Company is subject to various financial and non-financial covenants under those facilities which could impact on the Company's operations. If the Company's financial performance deteriorates, it may be unable to meet the covenants under the existing debt facilities. This may require Aerison to seek amendments, waivers or alternative borrowing arrangements, to reduce debt or to raise additional equity. If a breach of covenant under any of the Company's debt facilities were to occur, there can be no assurance that the financier would consent to an amendment or waiver, or that the financier would not exercise its enforcement rights, including cancelling the facilities, requiring immediate repayment or enforcing their security. If a financier enforces its security over the relevant assets of the Company and forces a sale of the secured property, there is a risk that the value received may be less than the amount of the secured obligations and may be less than the optimal sale price. If Aerison is unable to repay or refinance the facilities upon maturity including the EFIC Facility which has expired and which the Company is in negotiations to extend, or in the event of a breach of covenant, it may have to seek further equity, dispose of assets or enter into new debt facilities on less favourable terms. These factors could materially adversely affect the Company's ability to operate its business and the financial performance of Aerison, and could result in lenders being unwilling to extend additional finance or in them raising future borrowing costs. Persons holding 3,750,000 Convertible Notes with a total face value of $3,750,000 have elected to convert their Convertible Notes into Shares on or before Completion. If Listing does not occur, this face value may be repaid on their maturity date of 30 June 2021 unless the Company and Convertible Note Holders have agreed otherwise.	Section 9.12
Liquidity Risks	A significant number of the 241,359,382 Shares on issue prior to the completion of the Offer (which constitutes 80.5% of the total Shares on issue on completion of the Offer on an undiluted basis assuming Minimum Subscription and 79.1% assuming Maximum Subscription) are subject to voluntary escrow requirements and therefore are escrowed. At completion of the Offer, 67.0% of the total Shares (assuming Minimum Subscription) or 65.9% of the total Shares (assuming Maximum Subscription) will be subject to the voluntary escrow arrangements detailed in Section 8.18. This may cause a liquidity risk for the Shares given a large percentage of the Shares may not be traded for up to 12 months. Furthermore, there is no guarantee that there will be an ongoing liquid market for Shares. If illiquidity arises, there is a real risk that Shareholders will be unable to realise their investment in the Company.	Sections 6.18 and 9.13

TOPIC	SUMMARY	MORE INFORMATION
Remote Locations	Many of the Company's projects are in remote locations, which may present logistical difficulties for plant, equipment and materials, as well as skilled personnel and general labour.	Section 9.14
Operating Risks	The current and future operations of the Company may be affected by various factors which can limit or prevent such activities. Such factors may include failure to equipment and information technology system failures, unanticipated and/or undetected quality problems or departures from specifications, costs arising from unforeseen claims and events not covered by insurance, defects as a result of faulty design, construction or improperly carried out maintenance service, plant and equipment constraints, the failure of external suppliers and/or subcontractors, project delays, scheduled maintenance shutdowns and/or potential disruptions to operations resulting from industrial accidents, industrial disputes or natural disasters. A disruption to the operations of the Company or its clients may have an adverse impact on the financial performance and/or financial position of the Company.	Section 9.15
Insurance Risks	The Company's business involves hazards and risks that could result in it incurring losses or liabilities that could arise from its operations. If the Company incurs losses or liabilities which are not covered by its insurance policies, the funds available for the Company's business operations and growth will be reduced and the value and/or title to the Company's assets may be at risk.	Section 9.16
Ability to Win New Projects	The Company's performance is influenced by its ability to win new contracts and complete projects in a timely manner. The failure of the Company to win new projects could adversely impact its growth prospects, operational results and financial performance.	Section 9.17
Cyclical Nature of the Business	The Company's clients are involved in the oil and gas, mining and minerals processing industries. While conditions in these sectors are generally positive at present, the level of activity and profitability is cyclical and sensitive to a number of factors outside of the Company's control, such as movements in commodity prices.	Section 9.18
Contractual Disputes and Litigation	The Company has no current involvement in any material contractual disputes or litigation matters with their clients or other third parties. However, there is a risk that the Company may in the future have disputes with its clients or other third parties (including payment disputes) and that this may have an adverse impact on its growth prospects, operating results and financial performance.	Section 9.19
Loss of Reputation	The Company has developed a reputation in the name "Aerison", which it uses in the services provided by it. There is a risk that any event by which the Company suffers a loss of reputation in one component of its business may adversely affect the other components of the Company's business by virtue of the common use of the name Aerison.	Section 9.20
Professional Negligence and Insurance	Claims of professional negligence may be made against the Company, which may amongst other things adversely affect the reputation of Aerison. The Company may be unable to obtain appropriate professional indemnity cover for all work, particularly given the state of the international insurance industry.	Section 9.21
Intellectual Property	The Company's ability to leverage its innovation and expertise depends upon its ability to protect intellectual property and any improvements to it. Such intellectual property may not be capable of being legally protected, it may be the subject of unauthorised disclosure or unlawfully infringed, the Company may incur substantial costs in asserting or defending its intellectual property rights.	Section 9.22
Third Party Risks	The operations of the Company require the involvement of a number of third parties, including suppliers, contractors and clients.	Section 9.23

TOPIC	SUMMARY	MORE INFORMATION
	Financial failure, default or contractual non-compliance on the part of such third parties may have a material impact on the Company's operations and performance. it is not possible for the Company to predict or protect the Company against all such risks.	

E. DIRECTORS AND KEY MANAGEMENT PERSONNEL

TOPIC	SUMMARY	MORE INFORMATION
Who are the Directors?	▪ Giuseppe Leone (Managing Director and Chief Executive Officer); ▪ Daniel Hibbs (Executive Director and Chief Operating Officer); ▪ Bronwyn Barnes (Non-Executive Chairman); ▪ Michael Fennell (Non-Executive Director); and ▪ Peter Iancov (Non-Executive Director).	Section 10.1
Who are the Other Key Management Personnel of the Company?	▪ Allen Bell (Chief Financial Officer and Joint Company Secretary); and ▪ Katherine Garvey (Joint Company Secretary).	Section 10.2
What experience do the Directors and other Key Management Personnel of the Company have?	**Giuseppe Leone** *Managing Director and Chief Executive Officer* Mr Leone has a CFO and investment banking background with 25 years of executive experience with multinational London Stock Exchange listed, ASX listed and private companies in the technology, resources, oil and gas, chemicals and power sectors, across Australia, South East Asia and the Pacific Rim. **Daniel Hibbs** *Executive Director and Chief Operating Officer* Mr Hibbs has more than 25 years of operational experience in the Australian natural resources sector, with specific oil and gas and minerals expertise, having worked for Leighton Contractors, John Holland and McFee Construction. He also has significant exposure to projects in the Pilbara mining region of Western Australia. **Bronwyn Barnes** *Non-Executive Chairman* Ms Barnes has had an extensive career in the resources sector, having worked with companies ranging from Western Mining Corporation, FMG and BHP to emerging juniors in directorship, executive leadership, and operational roles in Australia and internationally. **Michael Fennell** *Non-Executive Director* Mr Fennell has been in the finance & stockbroking industry since 2008 and holds a Bachelor of Commerce in Accounting & Finance from the University of Notre Dame Australia. Specialising as a private client investment adviser, Mr Fennell works primarily with high net worth individuals and institutional clients. **Peter Iancov** *Non-Executive Director* Mr Iancov is a professional engineer with extensive executive experience in leading major businesses and projects operating in the project management, construction, maintenance and operation of gas and electricity infrastructure assets and major facilities. He also has	Sections 10.1 and 10.2

TOPIC	SUMMARY	MORE INFORMATION
	extensive board experience in defence, utilities, ports, oil & gas contracting and Indigenous corporations. **Allen John Bell** *Chief Financial Officer and Joint Company Secretary* Mr Bell is a broadly skilled and highly capable financial and commercial professional with a Master of Finance and is a Chartered Accountant, having operated within multi-disciplined commercial business operations. He has over 20 years' experience in construction and maintenance across the mining and resources, transportation, utilities, civil infrastructure and facilities market sectors. **Katherine Laura Jane Garvey** *Joint Company Secretary* Ms Garvey is an experienced corporate lawyer and company secretary with significant experience in the resources sector. She advises companies on a variety of corporate and commercial matters including capital raisings, finance, acquisitions and disposals, Corporations Act and ASX Listing Rule compliance, corporate governance and company secretarial issues and has extensive experience drafting and negotiating various corporate and commercial agreements.	

F. SIGNIFICANT INTERESTS OF KEY PEOPLE AND RELATED PARTY TRANSACTIONS

TOPIC	SUMMARY	MORE INFORMATION
What significant benefits are being paid to the Directors and other persons connected with the Company or the Offer?	Directors and the other key management personnel are entitled to remuneration and fees on commercial terms as detailed in Sections 10.6 and 14.7. Advisers and other service providers are entitled to fees for services and other interests as detailed in Section 14.8.	Sections 10.6, 14.7 and 14.8

TOPIC	SUMMARY	MORE INFORMATION
What are the Directors' interests in the Company?	At the date of this Prospectus each Director has a Relevant Interest in the following Securities:	Section 10.3

Director	No. of Shares	No. of Performance Rights	% Shareholding
Giuseppe Leone[1]	87,893,999	8,750,000	36.4%
Daniel Hibbs[2]	87,893,999	8,750,000	36.4%
Bronwyn Barnes	-	-	-
Michael Fennell	-	-	-
Peter Iancov	-	-	-

At the completion of the Offer each Director will have a Relevant Interest in the following Securities:

Director	No. of Shares	No. of Performance Rights	% Shareholding at Completion (Minimum Subscription)	% Shareholding at Completion (Maximum Subscription)
Giuseppe Leone[1]	77,893,999	8,750,000	26.0%	25.5%
Daniel Hibbs[2,3]	77,893,999	8,750,000	26.0%	25.5%
Bronwyn Barnes	-	-	-	-
Michael Fennell	-	-	-	-
Peter Iancov	-	-	-	-

NOTES TO THE ABOVE TABLES

1. Mr Leone holds Shares through S2S Investment Holdings Pty Ltd, an entity in which Mr Leone is a director, as trustee for the S2S Investment Trust. The Performance Rights are held by Mr Leone's spouse Mrs Teresa Maria Leone.
2. Mr Hibbs holds Shares through Araosc Financial Investments Pty Ltd, an entity in which Mr Hibbs is the sole director and shareholder, as trustee for the Hibbs Family Trust. The Performance Rights are held by Mr Hibbs' spouse Mrs Vanessa Anne Hibbs.
3. This assumes that Mr Leone and Mr Hibbs will have sold 10,000,000 Existing Shares each under the Offer via SaleCo and that no Director or an associate subscribes for and is allotted additional Shares pursuant to the Offer.

TOPIC	SUMMARY	MORE INFORMATION
What related party agreements is the Company a party to?	The Company has entered into the following related party transactions: ▪ Managing Director and Chief Executive Officer's Executive Service Agreement with Mr Giuseppe Leone; ▪ Executive Director and Chief Operating Officer's Executive Service Agreement with Mr Daniel Hibbs; ▪ Non-Executive Director Letters of Appointment with Ms Bronwyn Barnes, Mr Michael Fennell and Mr Peter Iancov; ▪ Deeds of Indemnity, Insurance and Access with the Directors; and ▪ Deeds of Notifiable Interests with the Directors.	Section 13.1
Who will the substantial	Set out in the table below are the Shareholders holding 5% or more of the Shares on issue both at the date of this Prospectus and at completion of the Offer on an undiluted basis,	Section 8.16

TOPIC	SUMMARY	MORE INFORMATION
shareholders of the Company be?	that is, assuming none of the Performance Rights and Convertible Notes on issue at the date of this Prospectus are exercised or converted into Shares.	

The table below assumes that no existing substantial Shareholder or an associate subscribes for and is allotted additional Shares pursuant to the Offer. The number of Shares on issue on an undiluted basis:

- at the date of this Prospectus is 241,359,382 Shares.
- at completion of the Offer is 300,000,002 Shares (assuming Minimum Subscription).
- at completion of the Offer is 305,000,002 Shares (assuming Maximum Subscription).

Name	Shares held at date of Prospectus	Shares sold as Sale Shares under Offer via SaleCo	Shares held at Completion (Undiluted)[3]	% at Completion (Minimum Subscription) (Undiluted)	% at Completion (Maximum Subscription) (Undiluted)
S2S Investment Holdings Pty Ltd as trustee for the S2S Investment Trust[1]	87,893,999	10,000,000	77,893,999	26.0%	25.5%
Araosc Financial Investments Pty Ltd as trustee for the Hibbs Family Trust[2]	87,893,999	10,000,000	77,893,999	26.0%	25.5%
Mr Qiudong Qiao	55,339,230	10,000,000	45,339,230	15.1%	14.9%

1. Mr Giuseppe Leone holds Shares through S2S Investment Holdings Pty Ltd, an entity in which Mr Leone is a director, as trustee for the S2S Investment Trust.
2. Mr Daniel Hibbs holds Shares through Araosc Financial Investments Pty Ltd, an entity in which Mr Hibbs is sole director and shareholder, as trustee for the Hibbs Family Trust.
3. This assumes that at Completion each substantial shareholder will have sold 10,000,000 Existing Shares via SaleCo under this Prospectus.

Set out in the table below are the Shareholders holding 5% or more of the Shares on issue both at the date of this Prospectus and at Completion on a fully diluted basis, that is, assuming that all of the 6,000,000 Options to be issued at Completion, all of the 17,500,000 Performance Rights on issue at the date of this Prospectus and 3,750,000 Convertible Notes (out of a total of 3,900,000) on issue at the date of this Prospectus, are exercised or converted into Shares.

The table below assumes that no existing substantial Shareholder or an associate subscribes for and is allotted additional Shares pursuant to the Offer. The number of Shares on issue on a fully diluted basis:

- at the date of this Prospectus is 258,859,382 Shares.
- at Completion is 323,500,002 Shares (assuming Minimum Subscription).
- at Completion is 328,500,002 Shares (assuming Maximum Subscription).

Name	Shares held at date of Prospectus	Shares sold as Sale Shares under Offer via SaleCo	Shares held at Completion (Fully Diluted) [3, 4]	% at Completion (Minimum Subscription) (Fully Diluted)	% at Completion (Maximum Subscription) (Fully Diluted)

TOPIC	SUMMARY	MORE INFORMATION

S2S Investment Holdings Pty Ltd as trustee for the S2S Investment Trust[1]	87,893,999	10,000,000	86,643,999	26.8%	26.4%
Araosc Financial Investments Pty Ltd as trustee for the Hibbs Family Trust[2]	87,893,999	10,000,000	86,643,999	26.8%	26.4%
Mr Qiudong Qiao	55,339,230	10,000,000	45,339,230	14.0%	13.8%

1. Mr Giuseppe Leone holds Shares through S2S Investment Holdings Pty Ltd, an entity in which Mr Leone is a director, as trustee for the S2S Investment Trust.
2. Mr Daniel Hibbs holds Shares through Araosc Financial Investments Pty Ltd, an entity in which Mr Hibbs is sole director and shareholder, as trustee for the Hibbs Family Trust.
3. This assumes that at Completion each substantial shareholder will have sold 10,000,000 Existing Shares via SaleCo under this Prospectus.
4. This includes the conversion of the 8,750,000 Performance Rights into 8,750,000 Shares by an associate of S2S Investment Holdings Pty Ltd as trustee for the S2S Investment Trust and the conversion of the 8,750,000 Performance Rights into 8,750,000 Shares by an associate of Araosc Financial Investments Pty Ltd as trustee for the Hibbs Family Trust.

Will any Shares be subject to restrictions on disposal following Completion?	Yes. The Selling Shareholders have entered into voluntary escrow arrangements under which they will be restricted from disposing of the Escrowed Shares they will hold immediately following Completion until expiration of the relevant escrow period. In total, 201,127,228 Shares held by the Selling Shareholders will be subject to voluntary escrow for a period of 12 months after Listing. This represents 67.0% at Minimum Subscription. and 65.9% at Maximum Subscription, of the total Shares on issue at completion of the Offer. At completion of the Offer, 67.0% of the total Shares (assuming Minimum Subscription) or 65.9% of the total Shares (assuming Maximum Subscription) will be subject to the voluntary escrow arrangements detailed in Section 8.18. During the Escrow Period, trading in Shares may be less liquid which may impact on the ability of a Shareholder to dispose of their Shares in a timely manner or for an appropriate value. Any disposal of Shares by the Directors will be subject to the requirements of the Company's Securities Trading Policy, details of which are set out in Section 10.7.	Section 8.18

G. FINANCIAL INFORMATION

TOPIC	SUMMARY	MORE INFORMATION
What is the Company's financial position?	The audited financial statements for the Company have been lodged with ASIC and are incorporated by reference into this Prospectus by operation of section 712 of the Corporations Act. The Company will give a copy of these statements to any person who requests one during the Offer Period, free of charge.	Sections 11 and 12
What is the Company's historical and forecast financial performance?	See table and notes below	Section 11.3

$'000	Historical FY18	Historical FY19	Historical FY20	Minimum Subscription FY21F	Maximum Subscription FY21F	Pro Forma Forecast FY21F
Revenue	50,485	80,059	100,526	130,000	130,000	130,000
EBITDA	3,550	9,136	10,465	12,500	12,500	12,500
EBIT	2,890	7,299	8,412	10,064	10,064	10,064
Net Profit After Tax	1,256	4,116	5,051	6,385	6,385	6,385
Adjustments to pro forma forecast net profit – recurring expenses[1]				-	-	(221)
Pro forma forecast net profit after tax before one-off costs of listing[2]				6,385	6,385	6,164
Adjustments to pro forma forecast net profit after tax– one off costs of listing[3]				(824)	(844)	-
Pro forma forecast net profit after tax				**5,561**	**5,541**	**6,164**

1. Adjustments to reconcile net profit after tax to forecast or pro forma net profit after tax.
2. Pro forma forecast net profit before one off listing costs is the pro forma forecast net profit after tax adjusted for recurring expenses, and before any one off costs associated with listing on the ASX.
3. Pro forma forecast net profit after tax is the pro forma forecast net profit before one off expenses adjusted for one off costs associated with listing on the ASX.

Please refer to the Key Offer Information in Section 3 for further information.

The Forecast Financial information for the Company has been prepared based on the forecasts for the 12 months to 31 December 2021 Further details on the basis of preparation of the Forecast Financial information is included in Sections 11.2(d) and 11.6.

The Pro Forma Forecast Financial information for the Company has been derived from the Forecast Financial information of the Company for FY21F, adjusted on the basis that the Company has been listed on the ASX for the full FY21F. Further details of the basis of preparation of the Pro Forma Forecast Financial information are included in Sections 11.2(c), 11.2(d) and 11.6.

TOPIC	SUMMARY	MORE INFORMATION
	The information presented above is intended as a summary only and should be read in conjunction with the more detailed discussion on the Financial Information detailed in Section 11 as well as the risk factors detailed in Section 9. Pro forma and statutory financial information varies and you should read Section 11 for full details of the Company's pro forma and statutory results, and the underlying assumptions and accounting policies.	
What are Aerison's key financial ratios?	Aerison's key financial ratios based on the Company's FY21 pro forma forecast EBITDA and NPAT are set out below. Enterprise Value / Normalised Forecast FY21 EBITDA: 4.7 x Enterprise Value / Normalised Forecast FY21 EBIT: 5.9 x Minimum Subscription Market Capitalisation / Normalised Forecast FY21 NPAT: 9.7 x Maximum Subscription Market Capitalisation / Normalised Forecast FY21 NPAT: 9.9 x Please refer to the Key Offer Information in Section 3 for further information on the above ratios. Please refer to Section 13.5 for the financial covenant ratios the Company must report and ensure under its facility agreement with the Commonwealth Bank of Australia.	Sections 3 and 13.5

H. SUMMARY OF THE OFFER

TOPIC	SUMMARY	MORE INFORMATION
What is being offered?	The Offer is for up to 37,500,000 New Shares to be issued and 30,000,000 Sale Shares to be sold, each at an offer price of $0.20 per Share, for a total offer of 67,500,000 Shares to raise $13,500,000 (before costs). There is a minimum subscription to the Offer of 62,500,000 Shares at an offer price of $0.20 each to raise $12,500,000 (before costs). The Offer is not underwritten. The Shares issued under this Prospectus will rank equally with the Shares already on issue. The Board believes that on Completion, the Company will have sufficient working capital to achieve its objectives.	Section 8.1
What is the Minimum Subscription?	The minimum amount to be raised under the Offer is $12,500,000 (before costs) by the issue of 32,500,000 New Shares at an issue price of $0.20 per New Share, and the sale of 30,000,000 Sale Shares at a sale price of $0.20 per Existing Share.	Section 8.1
Who is SaleCo?	Aerison Group SaleCo Limited is a special purpose vehicle established to enable Selling Shareholders to sell part of their investment in the Company on Completion.	Section 8.3
Who is eligible to participate in the Offer?	The Offer is open to all investors resident in Australia. This Prospectus and the Offer do not, and are not intended to constitute, an offer or invitation in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or invitation, or to issue this Prospectus.	Section 8.20
How do I apply for Shares under the Offer?	Applications for Shares under the Offer must be made by completing the Application Form attached to this Prospectus in accordance with the instructions set out in the Application Form.	Section 8.9

TOPIC	SUMMARY	MORE INFORMATION
What is the allocation policy for the Offer?	The final allocation of Shares under the Offer remains at the sole discretion of the Directors and the directors of SaleCo, in consultation with the Lead Manager, to ensure the Company has an appropriate Shareholder base on admission to the Official List. The Company and SaleCo, in consultation with the Lead Manager, reserve the right to reject any Application, or to allocate to any Applicant, fewer Shares than the number, or the equivalent dollar amount, applied for. The Company and SaleCo give no assurance that any Applicant will be allocated the Shares applied for.	Section 8.10
What is the effect of the Offer on the capital structure of the Company?	A total of up to 67,500,000 Shares are available under the Offer, of which up to 37,500,000 New Shares will be issued by the Company and 30,000,000 Sale Shares will be sold by SaleCo. 6,000,000 Options will be issued to the Lead Manager upon Completion, which will equate to 1.9% (Minimum Subscription) or 1.8% (Maximum Subscription) of the share capital of the Company on a fully diluted basis at Listing. 3,750,000 Convertible Notes will convert into 26,140,620 Shares at or before Listing. 17,500,000 Performance Rights will convert into 17,500,000 Shares 15 months from Listing. The completion of the Offer achieves a performance milestone under the terms of the Performance Rights. The Company's capital structure as at the date of this Prospectus and immediately following Completion (Minimum Subscription and Maximum Subscription) will be as follows:	Sections 8.14 and 8.15

	No. of Securities at date of Prospectus	No. of Securities at Completion (Minimum Subscription)	No. of Securities at Completion (Maximum Subscription)
Shares	241,359,382	300,000,002	305,000,002
Options	-	6,000,000	6,000,000
Performance Rights	17,500,000	17,500,000	17,500,000
Convertible Notes	3,900,000	150,000	150,000

TOPIC	SUMMARY	MORE INFORMATION
What are the terms of the Shares offered under the Offer and the terms of the Company's other securities on issue or to be issued?	A summary of the material rights and liabilities attaching to the Shares offered under the Offer is set out in Section 14.6(a). The terms and conditions of the Options to be issued to the Lead Manager are set out in Section 14.6(b). The terms and conditions of the Performance Rights on issue are set out in Section 14.6(c). A summary of the terms and conditions of the Convertible Notes on issue are set out in Section 14.6(d).	Section 14.6

TOPIC	SUMMARY	MORE INFORMATION
Will the Shares issued under the Offer be Quoted?	The Company has applied to ASX for the admission of the Company to the Official List and official quotation of the Shares. Quotation of Shares on ASX is expected to be under the code "AE1". It is the responsibility of each Applicant to confirm their holding before trading their Shares. Applicants who sell Shares before they receive an initial holding statement do so at their own risk. Completion is conditional on ASX approving this application. If approval is not given within three months after such application is made (or any longer period permitted by law), the Offer will be withdrawn and all Application Monies received will be refunded (without interest) as soon as practicable in accordance with the requirements of the Corporations Act. No application will be made for official quotation of the Options, Convertible Notes and Performance Rights by the ASX in accordance with the Listing Rules.	Section 8.19
Can the Offer be withdrawn?	The Company and SaleCo reserve the right to not proceed with the Offer at any time before the issue or transfer of Shares to successful Applicants. If the Offer does not proceed, Application Monies will be fully refunded. No interest will be repaid on any Application Monies refunded as a result of the withdrawal of the Offer.	Section 8.11
What are the key dates of the Offer?	The key dates of the Offer are set out in the "Important Dates" in Section 3 (which may be varied by the Company and SaleCo in consultation with the Lead Manager).	Section 3
What is the minimum investment size under the Offer?	Applications under the Offer must be for a minimum of $2,000 worth of Shares (10,000 Shares) and thereafter in multiples of $200 worth of Shares (1,000 Shares).	Section 8.9

I. USE OF PROCEEDS

TOPIC	SUMMARY	MORE INFORMATION
What is the proposed use of proceeds received in connection with the Offer?	The Offer is expected to raise total proceeds of $13,500,000 (before costs) with a minimum subscription of $12,500,000. The following table shows the expected use of funds received from the Offer in the two year period following admission of the Company to the Official List.	Section 8.13

Item	Minimum Subscription $12,500,000 ($)	Percentage of IPO Funds (%)	Maximum Subscription $13,500,000 ($)	Percentage of IPO Funds (%)
Funds Raised from the issue of New Shares	6,500,000	52.0%	7,500,000	55.6%
Funds raised from the sale of Sale Shares by SaleCo	6,000,000	48.0%	6,000,000	44.4%
Total Funds Available	**12,500,000**	**100%**	**13,500,000**	**100%**
Payment to Selling Shareholders	6,000,000	48.0%	6,000,000	44.4%
Expenses of the Offer	1,631,000	13.0%	1,691,849	12.6%
Working Capital	4,869,000	39.0%	5,808,151	43.0%
Total Funds Allocated	**12,500,000**	**100%**	**13,500,000**	**100%**

All of the proceeds received by SaleCo for the sale of the Sale Shares of $6,000,000 will be paid directly to the Selling Shareholders and will not be available for the purpose of Company activities.

J. ADDITIONAL INFORMATION

TOPIC	SUMMARY	MORE INFORMATION
Is there a Lead Manager to the Offer?	Peloton Capital Pty Ltd has been appointed as Lead Manager to the Offer. A summary of the terms and conditions of its appointment is summarised in Section 13.3.	Section 13.3
Is there any brokerage, commission or duty payable by Applicants?	No brokerage, commission or duty is payable by Applicants on an acquisition of Shares under the Offer. See Section 13.3 for details of various fees payable by the Company to the Lead Manager and by the Lead Manager to certain brokers.	Sections 8.21 and 13.3
What are the tax implications of investing in Shares?	Dividends on Shares may be subject to Australian tax and possibly capital gains tax on a future disposal of Shares issued under this Prospectus. The tax consequences of any investment in Shares will depend upon an Investor's particular circumstances. Applicants should obtain their own tax advice prior to deciding whether to subscribe for Shares offered under this Prospectus.	Section 8.23
What are the corporate governance	To the extent applicable, in light of the Company's size and nature, the Company has adopted *The Corporate Governance Principles and Recommendations (4th Edition)* as published by ASX Corporate Governance Council (**Recommendations**).	Section 10.7

TOPIC	SUMMARY	MORE INFORMATION
principles of the Company?	The Company's main corporate governance policies and practices as at the date of this Prospectus are outlined in Section 10.6. In addition, the Company's full corporate governance plan will be available from the Company's website in due course (www.aerison.com). Prior to listing on ASX, the Company will announce its main corporate governance policies and practices and the Company's compliance and departures from the Recommendations.	
Are any waivers or other regulatory relief required?	The Company has applied for a waiver from ASX Listing Rule 1.1 Condition 12 to the extent necessary to permit the Company to have on issue 17,500,000 Performance Rights with an exercise price of less than $0.20. The terms of the Performance Rights are set out in Section 14.6(c).	Sections 14.6(c) and 14.16
Where can I find more information?	All enquiries in relation to this Prospectus should be directed to the Offer Information Line on 1800 628 703 (within Australia) or +61 1800 628 703 (outside Australia) from 8.30am until 5.30pm (EST), Monday to Friday. If you are unclear in relation to any matter, or are uncertain as to whether the Company is a suitable investment for you, you should seek professional guidance from your solicitor, stockbroker, accountant or other independent and qualified professional adviser before deciding whether to invest.	

06 COMPANY AND BUSINESS OVERVIEW

Aerison Dust Collection System - Pilbara (coastal operations).

6. COMPANY AND BUSINESS OVERVIEW

6.1 Company Overview

Established in Perth, Western Australia in 1988 and incorporated as a company in 1993, Aerison Pty Ltd, the principal trading entity of Aerison Group Ltd has grown from a specialist environmental engineering company into a broad based engineering design and construction company self-performing multi-disciplined EPC, engineering and design, construction and maintenance services to various industries and clients across Australia.

The Aerison Group is recognised for its specialist expertise in environmental services, including emission mitigation performance studies, compliance testing and custom designed and built solutions engineered to reduce the impact of industry on the environment.

In November 2016, Aerison Group Ltd acquired all of the issued share capital of Aerison Holdings Pty Ltd, which in turn owns all of the issued share capital of Aerison Pty Ltd.

Aerison's corporate office and operating headquarters are located in West Perth. The business operates a well equipped 10,800 square metre industrial fabrication and assembly facility in Forrestfield, Western Australia. The business currently employs a full-time workforce of approximately 125 professional, technical, managerial and support personnel, in addition to supporting approximately 420 directly employed site construction personnel.

The vast majority of Aerison's work is currently in the resources sector in Western Australia.

6.2 Services

Aerison's key broad service categories are as follows:

i. Engineering and Design Services
ii. Environmental Services
iii. Sustaining Capital, Maintenance and Shutdown Services
iv. Project Services
v. Electrical and Control Infrastructure
vi. Power Generation Services

i. Engineering and Design Services

Aerison provides multi-discipline engineering and design consultancy services specialising in process and non-process infrastructure for mine site operations, chemical process plants, thermal and new energy power generation, air and noise pollution control systems, port facilities, wet and dry material handling and bulk storage facilities. Services include:

FEASIBILITY STUDIES AND FRONT END ENGINEERING DESIGN (FEED)	MULTI-DISCIPLINE DESIGN AND ENGINEERING
▪ Conceptual, pre and bankable feasible studies for any project ▪ Process plants and process plant infrastructure ▪ Development of fully costed and scheduled scoping studies ▪ Value optimisation and trade-off studies ▪ Fatal flaw assessment and studies ▪ Supply chain debottlenecking studies ▪ Independent review and early contractor involvement studies ▪ Technical review and regulatory assessments	▪ Process ▪ Civil ▪ Structural ▪ Mechanical and piping ▪ Electrical instrumentation
PROJECT MANAGEMENT AND COMMISSIONING	**ASSET INTEGRITY AND INSPECTIONS**
▪ Aerison has program management and engineering expertise, often serving as overall program manager on large-scale capital projects. As the client's single point of contact, Aerison integrate the activities of all contractors and subcontractors to ensure the success of the overall program ▪ Project services include estimating and scheduling functions coupled with cost control, risk management and quality and assurance services ▪ Contract management and procurement services ▪ Team supplement, strategy, audit, performance testing and operations transition	▪ System design ▪ Optimisation and efficiency analysis of existing plant ▪ Catastrophic Risk Management assessments ▪ Site inspection and assessment ▪ Desktop analysis ▪ Qualified solutions based reports

ii. Environmental Services

Aerison provides specialised environmental services in the form of customised designed and built solutions to reduce specific environmental impacts of industry.
This includes:

- Studies and audits
- Compliance testing
- Engineering and design
- Fabrication
- Construction
- Commissioning
- Inspection and maintenance

AIR PARTICLE CONTROL (APC) OR DUST CONTROL

Aerison manufactures equipment designed to control and supress the emission of dust particles produced by the various mining, processing and materials handling processes within mine site operations, grain handling facilities and port facilities.

The range of dust collection equipment includes cyclones, baghouses, scrubbers (wet and dry) and electrostatic precipitator units. Aerison specialises in the following systems:

- Reverse pulse baghouse systems
- Reverse air baghouse systems
- Multi-Vane, dynamic and venturi wet scrubbers

EMISSIONS CONTROL

Aerison manufactures equipment that is designed to remove or destroy soluble and volatile organic compounds, particulates, odours and gas emissions from various minerals processing and industrial applications. Aerison specialises in the following systems:

- Chemical and acid mist scrubbers
- Regenerative thermal oxidisers
- Odour control units
- Catalytic oxidisers
- Ventilation air methane destruction

NOISE ABATEMENT

Acoustic mitigation systems can reduce noise levels from a noisy control valve to large scale gas compressor or power generation facilities. Enclosures are designed to reduce the noise impact of this equipment on the environment. Aerison specialises in:

- Gas compressor enclosures - skid mounted and in-situ
- Diesel and natural gas-powered generator enclosures
- Conveyor drive assembly acoustic noise barriers
- Industrial building enclosures incorporating acoustic engineering control in urban settings.

Acoustic mitigation solutions for underground transport tunnels, underground mine shafts, air cooled heat exchangers, steam boilers and gas pipeline vent relief valves, Aerison specialises in:

- Vent/blow-off silencers
- Inlet/outlet ventilation silencers
- Noise attenuators

WATER AND WASTE-WATER TREATMENT

Solutions for the recovery of emergency dam slurry, nuisance fluid/slurry handling, heap leaching, solvent extraction, water supply, waste-water handling and recovery of water from tailings dams and main pump station protection. Aerison specialises in the following systems:

- Flocculation and floatation systems
- Gas energy mixing systems

iii. Sustaining Capital, Maintenance and Shutdown Services

Aerison undertakes sustaining capital works, performs routine and preventative maintenance and conducts shutdown services for planned unplanned outages across mine sites on process and non-process infrastructure. Services vary from contract to contract and may include any (or all) of the following:

- Scoping studies
- Detailed engineering, design and shop detailing
- Work pack development
- Procurement and procurement management
- Fabrication and module assembly
- Project management
- Execution of structural, mechanical, piping, electrical works
- Planned/unplanned shutdown services

iv. Project Services

Aerison provides project delivery of capital works for various sectors and can deliver turnkey design and construct projects or construct only projects. The business is well equipped to deliver to an EPC model through its in-house engineering, Aerison specialises in structural, mechanical, piping and electrical disciplines. Services include:

- Project management
- Fabrication
- Modularisation and assembly
- Site construction
- Mechanical, electrical and instrumentation installation.
- Controls systems integration
- Completions implementation
- Performance testing
- Inspections and verifications
- Start-up and commissioning

v. Electrical and Control Infrastructure

Designed and engineered for the purpose of creating a protective environment for the sensitive switchgear throughout the resources and mining sectors. This includes engineering, design, fabrication, fit-out and construction the following:

- Low, medium and high voltage switch rooms - containerised and modular
- Control rooms
- Ring main units (kiosk and indoor systems)
- Transformer kiosks

vi. Power Generation Services

Aerison supplies and installs standby, black-start and emergency power generation systems as containerised units or as engine hall designs:

- Diesel fired engines
- Gas fired engines

6.3 Industry Sectors

Aerison serves the following growing industry sectors:

NATURAL RESOURCES	NON-PROCESS INFRASTRUCTURE	UTILITIES
▪ Mining and minerals ▪ Oil and gas	▪ Materials bulk storage and handling ▪ Road and rail tunnels associated infrastructure[1] ▪ Rail non-rolling stock component fabrication and assembly[2] ▪ Fuel facilities	▪ Water ▪ Power (including renewables) ▪ Gas

1. Road and rail tunnels associated infrastructure predominantly relates to air exhaust extraction, filtration and noise suppression solutions.
2. Rail non-rolling stock component fabrication and assembly predominantly includes cab structures, battery boxes, fuel tanks, electrical and instrumentation cabinets.

6.4 The Company's Business and Operating Model

Aerison's business model focuses on efficiently and productively utilising in-house capabilities in engineering, design, construction and maintenance of client assets which to date have included large mining producers, infrastructure and utilities owners.

Aerison is a self-performing contractor that employs a team of industry professionals who collectively possess extensive expertise and delivery experience. The Company engages with its clients and secures revenue in various ways, but primarily through:

Competitive tendering - open tendering processes.
Establishing long-term contractual relationships, such as through master service agreements.
Pro-active identification of client (and prospective client) assets that may benefit from Aerison's expertise and services.
Site audit, compliance testing, inspections and scoping study services. These services provide Aerison the ability to promote its in-house capabilities to deliver solutions for items identified during the audit, compliance testing and inspection process.
Early project lifecycle involvement, through the engineering and design division, Aerison is often involved in the preliminary study, and/or detailed design of a project. This provides the opportunity to promote capabilities and participate in value engineering at an early stage.
Early contractor involvement (ECI), though continuous industry engagement to promote capabilities as well as targeted client education (for example, in relation to safety in design and constructability).

Aerison's model of an end-to-end service delivery offering allows for greater capture of the value-chain associated with the lifecycle of an asset, from front end engineering and design and ECI to complete project delivery and on-going maintenance.

Who are our Clients?	Asset Owners and Managers	
Type of Work	▪ Project (Major and Minor) ▪ Expand, Sustain, or Improve	▪ Maintain and Shutdown (Planned and Unplanned)
What are their Requirements?	▪ Environmental, safety or social compliance ▪ Asset integrity ▪ New project studies and feasibility works ▪ Engineering and design services	▪ Mechanical, structural, piping, electrical and instrumentation (SMPE&I) construction services ▪ SMPE&I Maintenance and shutdown services
How we Engage	▪ Completive Tendering ▪ Establishing long term contractual relationships (MSA's) ▪ Site audits, compliance testing	▪ inspections, and scoping studies ▪ Early Project lifecycle involvement ▪ Early contractor involvement
How we Deliver	▪ Multi-discipline engineering consultancy services ▪ Design and construction of environmental solutions for air, noise, and water pollution ▪ Capital works project delivery	▪ Maintenance and facility shutdown services ▪ Fabrication, modular assembly

Aerison generates its turnover from a mix of schedule of rates, unit rates and fixed price contracts. Contracts may well contain all three elements and the makeup often varies from contract to contract. Work is either awarded under specific contracts, purchase orders or let work packages subject to an overarching master services type agreement. Performance bonds or bank guarantees are generally required as client security for larger contract performance and quality assurance.

As at 31 December 2020, Aerison had $8.0 million of bank guarantees on issue cash backed to the amount of $5.0 million. Standard industry warranty conditions are ordinarily applicable for most contracts. Aerison has a very low warranty and defect liability claim history, with no claims recorded in the recent history of the Company.

Aerison's corporate office and operating headquarters are located in West Perth. The business operates a well-equipped 10,800 square metre industrial fabrication and assembly facility in Forrestfield, Western Australia. The Company is planning to re-establish a presence on the East Coast of Australia within the next 12 to 18 months (subject to any border and/or travel restrictions). Aerison will apply the same business model to expand on the East Coast of Australia as it has applied on the West Coast of Australia that has contributed to significant growth over the last three years.

Aerison delivers projects and services in both greenfield and brownfield settings. In addition, a material portion of Aerison's turnover is generated as a service provider to assets where minimising planned and unplanned downtime is a client priority, such as processing infrastructure in the natural resources and energy sectors. Being a self-performing contractor, Aerison has the technical knowledge, expertise, and operational flexibility to design and deliver innovative solutions that drive enhanced productivity and/or efficiency savings to the client.

Aerison's operations are divided into four operating divisions.

(a) Engineering Services

Aerison possesses a core team of engineering and technical service personnel to provide a comprehensive professional consultancy offering to clients as multi-service engineering consultancy. Aerison's engineering services covers the civil earthworks, structural, mechanical, piping, electrical and instrumentation project delivery disciplines.

The division has a depth of experience in a highly experienced team. This strength in professional engineering expertise underpins the operating model and integrates with the project delivery under an Engineer, Procure and Construct (EPC) model.

(b) Asset Projects and Asset Services

Asset Projects

Project delivery of major capital works is completed within the Asset Projects division of Aerison. Focussing on projects with a high proportion of structural, mechanical, piping, electrical and instrumentation disciplines, Aerison delivers projects of scale leveraging off the established and sophisticated project management controls.

Aerison is contracted to deliver supply and construct, or engineer, procure and construct (EPC) projects generally as a head contractor. Example projects delivered or in progress include the construction of chemical processing facilities such as the powder leach nickel sulphate plant for BHP, major upgrades to iron ore primary processing facilities, major dust-collection structures across multiple client sites, installation of acoustic enclosures within on gas processing facilities. The self-perform project delivery model provides a competitive advantage Aerison offers.

The business unit has a core team of pre-contract, document control, contract management, project engineering, project management and senior construction management with labour resources to accommodate project demands.

Asset Services

Aerison delivers scheduled maintenance services and upgrades, with shutdown capability for major events and turnarounds. In addition, Aerison undertakes minor construction works for sustaining capital projects, performs routine and preventative maintenance and provides shutdown services for planned and unplanned outages across mine sites.

Shutdown services work typically runs between 4 - 14 days in duration. Specialising in the maintenance of conveyors, bins, chutes and material handling equipment, Aerison provides trades, technical labour and service management personnel typically focused on mechanical and electrical maintenance requirements.

(c) Specialist Projects and Services

The Specialist Projects and Services Division has a dedicated team of specialist engineers, technicians and trades that provide the environmental, electrical and control infrastructure and power generation service offering described in Sections 6.1.2 ii, v and vi. Generally providing turnkey solutions the division also provides audit and study services for the assessment of dust control for clients. The importance of the impact of operations on the environment is evidenced through a 3 year contract for audit and study engineering services to Rio Tinto.

(d) Fabrication and Modular Assembly

Aerison has a well-established steel fabrication and assembly facility. The majority of its fabrication is undertaken to support projects secured by the other operating divisions. With a dedicated team consisting of 40 trades and support staff, the team operates out of a 10,800 square metre industrial facility located Forrestfield, Western Australia.

6.5 Leadership Team of Industry Specialists

Aerison's core leadership team and broader senior management group are well-regarded in their fields with extensive industry and technical experience. Supported by a robust operating and technical operating systems that have evolved over the Company's decades' long history, the team have developed strong client relationships underpinned by a focus on delivering quality projects safely and to schedule. This has resulted in repeat revenues from a broad (and growing) client base. See Sections 5 and 10 for more detail on the Company's leadership team.

6.6 History of Growth and Diversification

Over the last 3 years Aerison has experienced significant growth with double digit year on year growth. The main growth driver for 2020 was an increase in projects delivered across the mining and minerals industry sector.

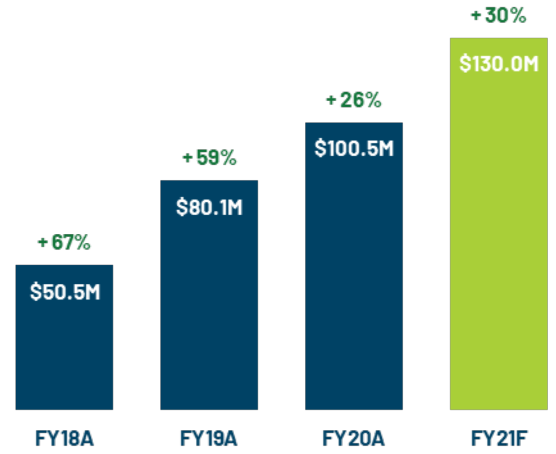
Aerison expects revenues of circa $130.0 million and EBITDA of circa $12.5 million for 2021, a 30% and 21% increase respectively from 2020. Please refer to the Company's forecast financial information in Section 11 for further information.

The vast majority of Aerison's earnings have to date been derived from the delivery of Western Australian mining and mineral projects. As Aerison continues to seek to expand its operations, it is expected that the Company's earnings will become increasingly diversified both geographically and by industry with the exposure to any one particular contract (at any given time) reduced (further details of the Company's growth strategies are set out in Sections 6.7 through to 6.12).

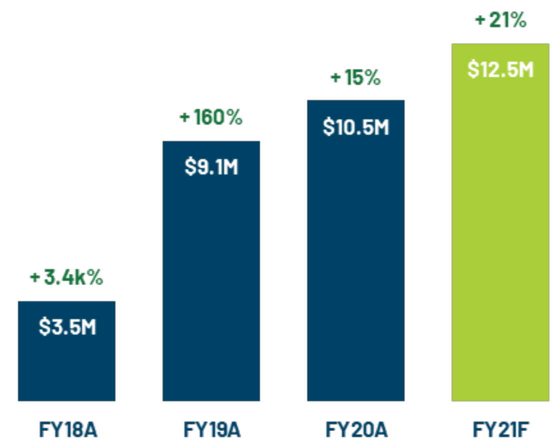
Aerison's turnover currently continues to be primarily for Western Australian based contracts for numerous resource sector clients (refer to Section 6.12 for customer profiles relating to current projects; further context on expected revenue is detailed within Section 6.11 Orderbook and Pipeline).

The Company's historical and forecast financial performance, and revenue by key service type and commodity is presented in the graphs below.

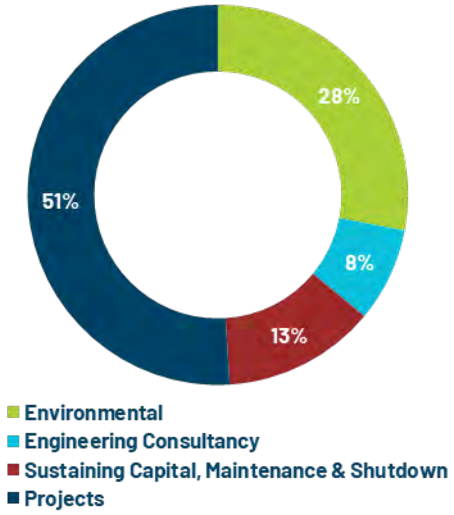
Revenue
($ millions)



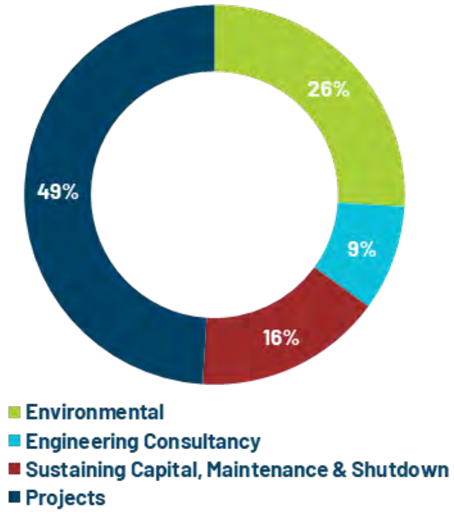
EBITDA
($ millions)



FY 20 Revenue by Service Category

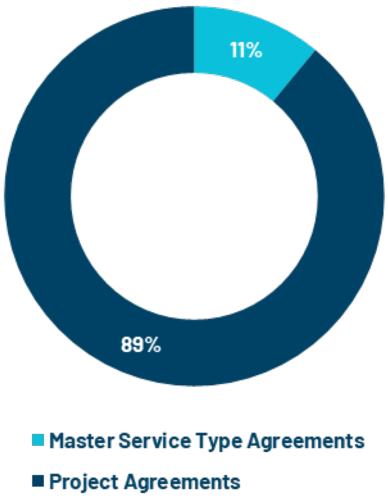


FY 21F Revenue by Service Category

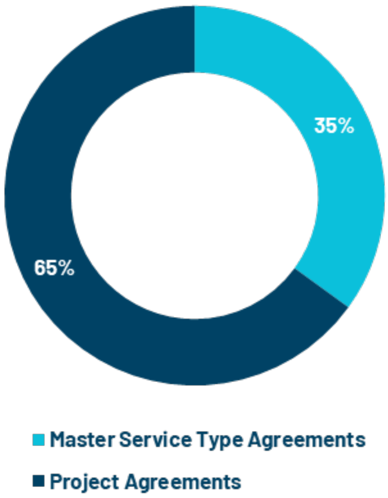


For further details of Aerison's services refer to Section 6.2 and for examples of past and current projects refer to Sections 6.10 and 6.12. Note that revenue by service category is presented above to provide a quantitative indication of the Company's core competencies.

FY 20 Revenue by Contract Type



FY 21F Revenue by Contract Type



Project agreements - works performed under contract or under purchase order (do and charge)

Master Service Type Agreements – works performed under an agreement in which the principal and contractor agree terms that govern future transactions to be executed within a specified time period. These types of agreements are ordinarily extended to a select panel of contractors.

6.7 Demand and Growth Drivers

Aerison has successfully delivered projects and services to its clients for over 30 years achieving repeat custom and has underpinned Aerison's growth to date. Demand for Aerison's services in Australia is increasing with key drivers including:

Ageing assets	Assets of major producers and associated infrastructure and require increasing levels of sustaining maintenance (as ageing impacts structural integrity, compliance and performance). The majority of client assets to which Aerison's services apply are located in harsh operating environments.
Asset capability and capacity expansion	Existing processing and infrastructure assets inevitably require upgrades, structural strengthening and scale expansion for increased productive capacity. Asset owners are increasingly seeking to extend the life of existing assets as opposed to demolishing and fully rebuilding them which may provide an environmental benefit.
Environmental Regulations and Social Responsibility	With increasing government and environmental regulations, asset owners are compelled to ensure their operating assets meet emissions and environmental. Asset owners are increasingly recognising the importance of being socially responsible and ensuring minimal impact to their communities.
New CAPEX	With the increasing closure of older obsolete, non-compliant and/or inefficient operations combined with an increasing demand for commodities, there is a strong pipeline of planned and progressive investment in the resources sector.

6.8 Competitive Advantages

The Board considers that the key strengths and competitive advantages of Aerison are as follows:

Long-term relationships with major mining clients	The Company has successfully developed and maintained strong client relationships throughout its decades' long history. This has been developed through a long history of on-time delivery and quality service, a key competitive advantage in securing new contracts and winning repeat business. In addition, major mining clients result in lower counterparty risk.
Diversified and Integrated Service Offering	Aerison's integrated business model enables the Company to deliver holistic solutions to its client base. Through this integrated offering, Aerison has been able to differentiate by providing services across the full project development cycle, from project inception (including feasibility studies) through to complete design and development processes and also extending to the provision of maintenance services.
Established Management Systems	Aerison's history of successful project delivery reflects its robust management systems, which has enabled the Company to deliver favourable risk-reward outcomes and deliver projects on a profitable basis. For all projects, Aerison undertakes detailed due diligence in order to limit the potential loss exposures and to ensure high quality standards are continually met.
Environmental Capability	Aerison has a proven track record in environmental services that it has established over its decades' long history. The in-house technical expertise and end-to-end service offering ensures Aerison is able to service the complete lifecycle of the system - from the study, to engineering, to fabrication, construction and commissioning and then finally onto maintenance.
Experienced Board and Management	Aerison's management team has extensive experience in the minerals and mining sectors. The Board has a broad and diverse range of contracting and public company experience.

6.9 Growth Strategy

Aerison is focused on growing its business and delivering sustainable earnings growth to its Shareholders. The Company has a strong track record of growth which is demonstrated through the selection of projects completed (refer to Section 6.9), ongoing projects and current client base (refer to Section 6.11). The quality and spread of customers provides an ideal platform from which to continue to sell the Company's diverse service offering.

The Board is confident that the Company's market position and reputation will enable the Company's business to continue to grow through the award of new projects, securing of longer term maintenance agreements and expansion of its service offering amongst existing clients.

Aerison's growth strategies are focused on the follows:

Continued Market Sector Diversification	Aerison's service offering is transferable to non-mining applications. The Company will aim to expand its existing footprint across the non-mining infrastructure sector providing for greater diversification of revenues concentrating on rail and road tunnel associated infrastructure (air exhaust extraction, filtration and noise suppression solutions), rail non-rolling stock component fabrication and assembly, materials handling as well as ports and load out facilities.
Geographical Expansion	In 2017 Aerison rationalised its facility in Brisbane in order to concentrate its resources on growing its Western Australian operations. In 2021 Aerison will look to re-establish its operations on the Australian east coast with the aim of penetrating the large east coast infrastructure and natural resources sector in order to provide diversification of geographical risk and expand the project pipeline.
New Process Technologies	Leverage off existing process technologies and expand custom built and designed service offering to a broader environmental market sector. Currently Aerison primarily services the mining and minerals sector in reducing the impact of mining on the environment, these solutions have a much broader application with the company previously only focusing on mining and minerals.
Increase Project Scale and Diversity	Aerison remains committed to growing with its current client base and seeking new project opportunities by increasing the scale of projects it undertakes and utilising additional project funding mechanisms such as bonding and bank facilities, to deliver these projects.
Acquisition of Complementary Businesses	An ASX listing will provide Aerison with increased flexibility and capability to expand and diversify through strategic acquisitions. Aerison will focus on identifying and pursing acquisition opportunities over the medium to longer term which will contribute to the expansion of the Company's existing operations in non-mining infrastructure market sector.
Repeat and New Business Opportunities	Aerison will continue to grow its client base by identifying and developing new client opportunities, together with a focus on expanding the scope and scale of services provided to existing clients, by delivering high quality, client-focused outcomes. Aerison will endeavour to increase annuity type maintenance, protection and refurbishment service delivery under Master Service Agreements (**MSA's**) and longer-term contracts, together with identifying innovative techniques to win projects and improve margins.

The success of above growth strategies will be subject to the quantum of opportunities presented and the Company's capacity to successfully execute initiatives. There is no guarantee that Aerison will be successful in implementing these strategies.

BIS Oxford Economics Pty Ltd (**BIS**) has prepared an independent market expert report (**Industry Report**), which is contained in Section 7. BIS is forecasting strong and continued growth across key market sectors in which Aerison is currently operating and is targeting in its growth strategy as included in the Industry Report.

- Engineering construction activity in Australia is forecast to experience strong growth off the back of a transport construction boom and a robust increase in resources-related work sectors, peaking in 2024. Growth in total engineering construction work is expected to average just over 5% per annum from 2021 to 2025.
  - Mining and heavy industry construction (including oil and gas, as well as minerals and other heavy industry work) is forecast to grow by 7% per annum on average over FY21 to FY25 inclusive, led by large investments in iron ore projects initially, but broadening into other commodities as well as oil and gas later on.
  - Utilities construction (including electricity, water and wastewater and gas pipelines) is also expected to grow over the next five years, albeit at a weaker rate than resources-related construction, driven by new investments in energy, water and gas pipelines.
  - The outlook for the construction of materials handling facilities is also positive, although agricultural cropping, while recovering, is not expected to surpass 2017. Meanwhile, renewed post-COVID-19 growth in domestic demand for goods is forecast to drive strong increases in demand for imports, boosting the need for investment in the handling of manufactured goods at ports (both imports and exports), warehouses and at final destinations.
  - Australia is on the cusp of a renewed boom in road and rail transport infrastructure, with multiple megaprojects rolling out simultaneously in coming years in most states and territories. Over the next five years, road construction work done is expected to grow at 7% per annum, while rail construction will grow even faster – over 10% per annum.
- Maintenance support and activity is expected to continue its growth trajectory following continuous additions to the asset base from the private sector, particularly resources related construction, along with the upcoming wave of public infrastructure projects in electricity generation, other utilities and transport.

Please refer to the Industry Report in Section 7 for more information.

6.10 Past Projects

A selection of Aerison's completed projects that highlights its capability and expertise is demonstrated below. More details on the services provided are contained in Section 6.1.

<table>
<tr><th>Industry Sectors</th><th>Clients</th><th>Example of services and projects</th></tr>
<tr><td colspan="3"><u>Environmental Services</u></td></tr>
<tr><td>Natural Resources
(Mining and minerals, oil and gas)
Non-Process Infrastructure
(Bulk storage and materials handling, road and tunnels associated infrastructure, and fuel facilities)</td><td>Rio Tinto
BHP
WMC
Glencore Coal
Iluka Minerals
Alcoa
Worsley Alumina
QCLNG
Shell Australia
Woodside Energy
Santos
Roy Hill
APA Energy
CSBP
Tianqi Lithium
Chevron
Transurban
Queensland Transport Authority</td><td>Aerison provides specialised environmental services in the form of customised designed and constructed systems that reduce the impact of industry on the environment. This includes dust collection and disposal systems, Greenhouse Gas and Odour Destruction, regenerative thermal oxidisers, chemical absorption, wet/dry scrubber, off-gas scrubber systems and Gas Compressor Acoustic Enclosures. With over 28 years of intellectual property and world-class technology. Such projects include:
Rio Tinto Paraburdoo dust collector and disposal system
BHP CD2 Wet Scrubber disposal system
Rio Tinto Yandi dust collector and disposal system
Iluka Minerals dust collection and disposal system
Rio Tinto Tom Price dust collector and disposal system
FMG Car Dumper dust collection and disposal system
Rio Tinto Cape Lambert dust collection and disposal system
Alcoa Pinjarra RTO design & Construct
APA silencers, exhaust stacks and interconnecting steelwork
Worsley Alumina RTO design and supply
Tianqi Lithium Off gas scrubbing system
BHP CD1 wet scrubber system
GLNG design and fabrication of compressor enclosures
QGC Lauren Field Gas Compressor enclosures
QGC Argyle Compressor enclosures
Roy Hill ventilation fans
Graham Farmer Tunnel Ventilation replacement project
Jemena Banana/Rolleston compressor enclosures
Gorgon Barrow Island ventilation silencers
CSBP dust collection and disposal system
Roy Hill dust collection and disposal system
IHI Port Hedland Steam Turbine Acoustic Enclosure
Woodside Karratha Gas Inlet/Outlet Gas Compressor Silencers</td></tr>
<tr><td colspan="3"><u>Minor Works</u></td></tr>
<tr><td>Natural Resources
(Mining and minerals, oil and gas)
Utilities
(Water, power and gas)</td><td>Rio Tinto
Fortescue
BHP
Talison Lithium
APA
Water Corporation
Synergy
AGL Energy
Rio Tinto
Santos
Oil Search
Origin Energy
Woodside Energy
Chevron
SEA Gas
DBNGP</td><td>Aerison's services include (any or all of) engineering and design, project management, procurement fabrication, module assembly, structural steel, mechanical equipment, piping, electrical, instrumentation, construction, maintenance and commissioning works. Such projects include:
APA lake way control switch rooms
BHP NiSO4 transportable switch rooms
Tronox 22kV transportable switch room
Alcoa 22kV transportable switch room
Talison Lithium 22kV transportable switch rooms
FMG Iron Bridge switch rooms
Tom Price rail fuel unloading facility
Minnivale reservoir refurbishment
Christmas Island Power generation plant
EMHS backup power generation systems
Pilbara seawater intake pipeline refurbishment and replacement project
Cape Lambert Zero waterline project
Synergy Fire Hydrant system upgrade
Water Corp Gold Fields Pipeline refurbishment works</td></tr>
</table>

Industry Sectors	Clients	Example of services and projects
		▪ Water Corp South Hedland Acacia Pump project ▪ Wheatstone essential service diesel generator ▪ APA Gas Pipeline electrical Control huts ▪ Woodside energy fire water systems upgrade ▪ SEA Gas Yallamurray Pipeline Maintenance ▪ Dampier to Bunbury Natural Gas Pipeline maintenance ▪ Santos Electrical Control hut ▪ Santos Scotia (EPSA) power generation packages
Major Works		
▪ **Natural Resources** (Mining and Minerals) ▪ **Non-Process Infrastructure** (Materials handling and fuel facilities)	▪ BHP ▪ Rio Tinto ▪ Fortescue ▪ Nickel West ▪ Mineral Resources ▪ Newmont ▪ Roy Hill ▪ Citic Pacific Mining ▪ Southern Ports ▪ South32 ▪ Minara Resources ▪ Iluka Minerals ▪ Tronox	Aerison's capabilities extend across various industry sectors. Services include (any or all of) engineering and design, project management, procurement fabrication, module assembly, structural steel, mechanical equipment, piping, electrical, instrumentation, construction and commissioning works. Such projects include: ▪ Powder leach nickel sulphate capital expansion project ▪ Wodgina Lithium process plant ▪ Mount Marion Lithium process plant ▪ Mount Pleasant CHPP ▪ Cowell Gold Mine ▪ Mt Whaleback processing plant ▪ Coarse Ore bin wall replacement ▪ Tom Price Plant upgrades ▪ FMG Christmas Creek shutdown services ▪ FMG Solomon shutdown services ▪ Rio Tinto West Angela's shutdown services ▪ Newmont Boddington Gold Mine shutdown services ▪ Rio Tinto Yandicoogina shutdown services ▪ Cape Preston Sino Iron E&I maintenance services ▪ Construction of bulk fuel storage and product transfer infrastructure ▪ Dampier East Intercourse Island Structural Integrity works

6.11 Orderbook and Pipeline

As at 31 March 2021, Aerison had an orderbook of $300 million which consisted of works secured under contract and repeat panel revenue from master services agreements. Aerison expects $97 million of the orderbook to be undertaken in FY21F for which Aerison has commenced works or is in the process of readying for commencement. This results in a significant proportion, 74%, of forecast revenue being secured at 31 March 2021. In addition, the Company has $60 million of secured works for FY22 and $143 million for FY23 and beyond. This secured revenue is derived from secured contracts and repeat panel revenue from master services agreements (refer to Section 6.12 Key Current Projects for additional details of projects in progress).

As at 31 March 2021, Aerison had a total pipeline of $1.4 billion (**Pipeline**). The Pipeline comprises:

- Current tenders of $761 million, representing projects for which the tendering process has commenced as well as tenders submitted but still awaiting outcome.
- Identified opportunities of $639 million, representing projects which Aerison has identified to pursue but in respect of which the tendering process has not yet progressed beyond the identification of the opportunity and/or expression of interest phase of the tender process.

The charts below, "Current Tenders - FY21 to FY23+" and "Identified Opportunities - FY21 to FY23+", provide a breakdown of the Pipeline by Financial Year for current tenders and identified opportunities (as described above). These charts provide an indication of the Financial Year in which the revenue would be realised if the tender or opportunity is secured by Aerison.

The Pipeline is a targeted selection of projects which Aerison has identified to pursue based on the Company's specialist services, core competencies and expertise in which Aerison has a proven track record of performance and delivery. Projects that are outside this scope or are targeted for entry into new growth areas are not included within the Pipeline.

The Pipeline is compiled from a combination of industry sources, publicly available information, published project programs by clients and prospective clients. It also includes projects where the Company has been approached to submit a tender and budgeted expressions of interest under master services agreements. The timing and scope of projects included in the Pipeline are subject to change and are continually monitored.

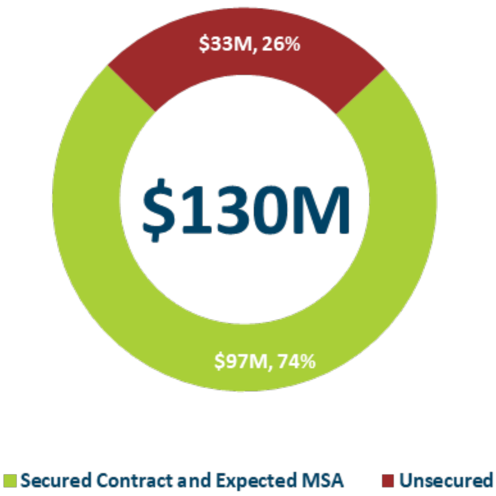
The Pipeline consists of over 200 projects of which approximately 70% are for existing clients for projects predominantly based in Western Australia within the resources sector. Approximately 30% of the Pipeline consists of projects for new clients who are also predominantly based in Western Australia within the resources sector.

It should be noted that at any point in time Aerison would typically have numerous tender submissions in the market, which may or may not be ultimately awarded to Aerison. There is no guarantee of success on any given project tender submission. Aerison will always target a pipeline of work that exceeds its forecast expectations and available capacity, however at any point in time Aerison may choose to withdraw from the tendering process for reasons which may include changes in project scope, changes in project timeline or capacity constraints. Tenders may also not proceed if cancelled by the client or proposed client.

Specifically, for FY21F, $158 million of Pipeline projects are current tenders. Over 70% of these tenders are with existing clients and predominantly for projects based in Western Australia and within the resources sector. The significant percentage of secured work along with its Pipeline and the business's history of repeat panel revenue provides the Company with a high level of confidence in its forecasts for FY21F.

Aerison's significant $1.4 billion tender pipeline and the continued industry spend, as explained by the Industry Report in Section 7, also provides Aerison with confidence of future revenue.

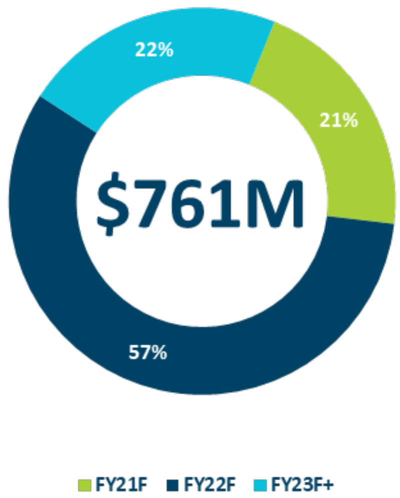
FY 21F Revenue Forecast

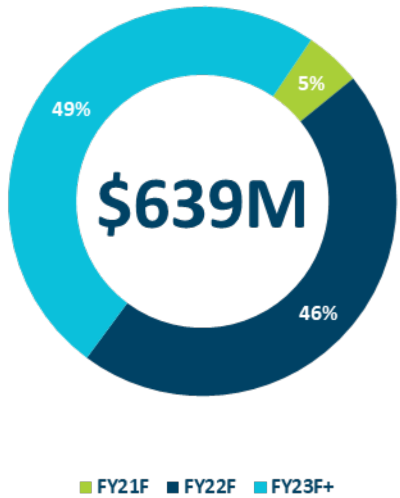


Orderbook - FY21F to FY23F+

Current Tenders - FY21F to FY23F+

Identified Opportunities - FY21F to FYF23+





6.12 Key Current Projects

One of Aerison's key strengths is its long-standing, repeat business relationships with customers across various industries and market sectors.

Major miners, producers and government utilities have been built up through a long history of providing high quality service. In addition, Aerison is expanding its customer base with new relationships established in the last two years.

Some of these relationships are set out below.

Customer Profile

The table below demonstrates the spread of current clients that Aerison is currently providing work to and the number of years Aerison has been providing services to them:

Number of Years Aerison has been servicing the client	Mining and Minerals	Oil and Gas	Non-Process Infrastructure	Utilities
10+ Years	▪ BHP ▪ Rio Tinto ▪ Iluka ▪ FMG ▪ Newmont ▪ Alcoa ▪ Bradken ▪ KCGM	▪ QGC	▪ Southern Ports Authority ▪ CBH Group	▪ Water Corp. ▪ Synergy ▪ EDL
5 to 10 Years	▪ Talison Lithium ▪ Roy Hill ▪ Citic Pacific Mining ▪ Minara Resources ▪ Barrick Gold	▪ Origin Energy ▪ Santos	▪ CSBP	▪ APA ▪ EPSA ▪ Jemena ▪ IHI
< 5 Years	▪ Covalent Lithium ▪ Pilbara Minerals ▪ South32 ▪ Tianqi Lithium ▪ Galaxy Lithium ▪ Tronnox	▪ APA ▪ Santos ▪ GE	▪ Schneider ▪ ABB ▪ FL Smidth ▪ Salt Lake Potash ▪ Cockburn Cement	▪ Zinfra
New				

Number of Years Aerison has been servicing the client	Mining and Minerals	Oil and Gas	Non-Process Infrastructure	Utilities
	▪ Laing O'Rourke ▪ First Quantum ▪ Glencore ▪ Thyssen Krupp		▪ Alstom ▪ Eaton ▪ Wabtec Corporation ▪ Pilbara Ports	▪ Acciona ▪ Western Power

Note: Revenue generated by each client will vary from year to year.

Current Projects

A selection of Aerison's key current projects that highlights the Company's expertise and capabilities is also set out below.

Focused on core technical disciplines of asset owners and managers, this includes engineering, procurement, design, drafting, project management and commissioning. Core trade proficiency in structural, mechanical, piping, electrical and instrumentation works.

All services below are provided either under MSA's of varying terms, under a project/service specific contract with a defined work scope or on take-off purchase order basis.

Industry Sectors	Clients	Example of services and projects
Environmental Services		
▪ **Natural Resources** (Mining and minerals, oil and gas) ▪ **Non-Process Infrastructure** (Bulk storage and materials handling, road and tunnels associated infrastructure, and fuel facilities)	▪ Rio Tinto ▪ BHP ▪ Iluka Minerals ▪ Alcoa ▪ Worsley Alumina ▪ APA Energy ▪ Tianqi Lithium ▪ Cockburn Cement	Aerison provides specialised environmental services in the form of customised designed and constructed systems that reduce the impact of industry on the environment. This includes dust collection and disposal systems, Greenhouse Gas and Odour Destruction, regenerative thermal oxidisers, chemical absorption, wet/dry scrubber, off-gas scrubber systems and Gas Compressor Acoustic Enclosures. With over 28 years of intellectual property and world-class technology, below is a sample of projects include: ▪ Gudai Darri (Koodaideri) dust collector ▪ Eliwana laboratory dust and waste handling ▪ Yandi dust collector and disposal systems phase 2 ▪ Iluka Narngulu dust collection and disposal system ▪ Rio Tinto 3 Year APC Maintenance Service Agreement ▪ Dust Collection Western Turner Syncline 1 ▪ Roy Hill Port Hedland Berth facility ▪ Cockburn Cement RTO Pilot Plant ▪ Tianqi LHPP1 Acid Scrubber Commissioning ▪ Alcoa Pinjarra RTO Valve Box Replacement ▪ South32 Worsley RTO Pre-feasibility design study ▪ Colongra Gas Compressor Station upgrade ▪ BHP Nelson Point scrubber dust collector audits
Minor Works		
▪ **Natural Resources** (Mining and minerals, oil and gas) ▪ **Non-Process Infrastructure** (Bulk storage and materials handling, road and tunnels associated infrastructure, rail non-rolling stock component fabrication and fuel facilities) ▪ **Utilities** (Water, power and gas)	▪ Accionia ▪ Pilbara Ports ▪ Transurban ▪ Water Corporation ▪ Alstom ▪ WA Government ▪ Iluka Minerals ▪ FMG ▪ APA Energy ▪ WA Transport ▪ St Barbara Limited ▪ Northern Minerals ▪ Horizon Power ▪ CBH ▪ BHP ▪ Synergy ▪ Alcoa	Aerison's services include (any or all of) engineering and design, project management, procurement fabrication, module assembly, structural steel, mechanical equipment, piping, electrical, instrumentation, construction, maintenance and commissioning works. Such projects include: ▪ Kwinana Waste to Energy project. ▪ Pilbara Ports consultancy services ▪ FMG Iron Bridge- Modular switch rooms, UPS and MCC's ▪ Marvel loch Gold switch room ▪ Horizon Power Wedgefield switch room ▪ Metronet railcar components manufacturing: Cab Structures; Battery Boxes; Fuel Tanks; E&I Cabinets; Pantographs; and Laser plates supply ▪ CBH Engineering and consulting services Master Services Agreement ▪ Esperance to Port Increase Tonnage Project ▪ BHP Stacker 7 Pipeline upgrade engineering ▪ Synergy fabrication ▪ Alcoa Wagerup 22kV switch room ▪ Citic Pacific Mining E&I maintenance MSA ▪ Minara Resources Tank replacement project ▪ Western Areas Cosmic Boy Acid removal project ▪ Covalent Lithium CSYS works ▪ Yandi Loop Tertiary Crushing Chiller Unit replacement upgrade ▪ Gudai Darri (Koodaideri) SMP construction works ▪ Paraburdoo conveyor and skirt maintenance ▪ West Angela's conveyor and skirts maintenance

Industry Sectors	Clients	Example of services and projects
Major Works		
▪ **Natural Resources** (Mining and Minerals)	▪ BHP ▪ Rio Tinto ▪ Fortescue ▪ Newmont ▪ Roy Hill ▪ Citic Pacific Mining ▪ Iluka Minerals	Aerison's capabilities extend across various industry sectors. Services include (any or all of) engineering and design, project management, procurement fabrication, module assembly, structural steel, mechanical equipment, piping, electrical, instrumentation, construction and commissioning works. Such projects include: ▪ Western Turner Syncline 2 ore processing facilities upgrade ▪ Roy Hill Ultrafine Iron recovery project ▪ Newmont Boddington Gold shutdowns & maintenance ▪ Rio Tinto Sustaining Capital SMPE&I MSA ▪ Alcoa Pinjarra & Wagerup RTO maintenance ▪ FMG Christmas Creek sustaining capital works

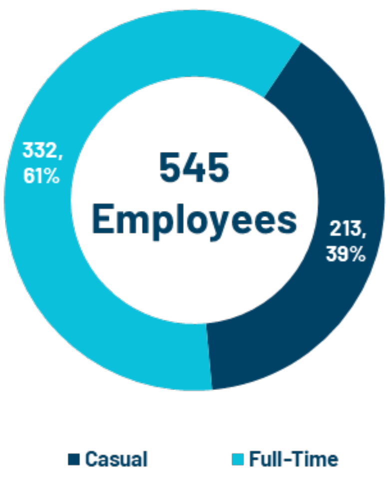
6.13 People and Culture

Aerison's workforce as at 31 December 2020 comprised approximately 125 professional, technical, managerial, supervisory and project support personnel, in addition to approximately 420 directly employed trade skilled personnel. The mix of full time versus casual employees varies depending on the scope of work on a specific project. This structure enables Aerison to retain flexibility to accommodate the multiple projects that the Company is involved in or tendering on while retaining key personnel to ensure the highest level of safety and client service are maintained.

All employees are introduced to Aerison's culture through a comprehensive induction process and are provided with ongoing training in health, safety and the environment. Aerison supports employees through its employee assistance, values and continual improvement programs and by providing opportunities and encouragement to undertake on the job training and career development.

Typical Employee Breakdown

Employee Breakdown



Employee Breakdown

6.14 Health Safety and Environment

Aerison is committed to the health and safety of its workforce and the protection of the environment in the provision of products and services. Aerison values each individual employee and recognises that the duty of care, responsibilities and obligations are a reciprocal relationship between the Company, management and the workforce. Aerison believes all injuries and occupational illnesses are preventable and its priority is to prevent any fatalities, injuries and/or illness arising during the course of employment.

Aerison has established a set of safety essentials, which identify the Company's most critical risks and control measures. The safety essentials were established to increase awareness and understanding of critical risks and control measures, provide a clear set of standards that are easily understood by all, and ultimately create an awareness to help prevent serious workplace injury, illness and fatality.

These safety essentials are communicated at inductions, and regularly referred to during toolboxes, health, and safety communications and during incident investigations.

Safety Performance

Period	LTIFR[1]	TRIFR[2]	AIFR[3]	Hours Worked
FY18	0.00	4.51	27.05	**443,553**
FY19	0.00	1.67	16.72	**597,985**
FY20	0.00	5.14	12.34	**972,715**

1. Lost time injury frequency rate (LTIFR) based upon all injuries per million hours worked.
2. Total recordable injury frequency rate (TRIFR) based upon all injuries per million hours worked.
3. All injury frequency rate (AIFR) of all injuries per million hours worked.

6.15 Business Management Systems and Quality

Aerison's business systems framework incorporates HSE, quality, business and operating policies and procedures, plans and tools to support managing every aspect of the business. Aerison's business systems framework ensures products, projects and services are delivered safely, to schedule and to a high standard and with minimal environmental impact.

Aerison holds the following third-party HSEQ accreditations:

AS/NZS ISO 9001	Quality Management
AS/NZS 45001	Occupational Health and Safety Management
AS/NZS ISO 14001	Environmental Management
AS/NZS ISO 3834-2	Quality Requirements for Fusion Welding
EN 15085-2 CL1	Welding of Railway Vehicles and Components

Aerison is the first Western Australian company, and one of only a few Australian based companies, to achieve the certification of EN15085-2. This accreditation is the standard required by rail vehicle manufacturers in the manufacturing and the construction of rail components to EN standard. It emphasises the highest of measures to protect the reliability and virtue of rail stock. It ensures that all contractors within the sector are working to the highest standards and demonstrate excellence and competency in the control of welding performance.

The combination of accreditations EN15085-2 and ISO 3834-2 provides a guarantee that Aerison's operations are of international standards for consistency and high-quality fusion welding of materials across in rolling stock and rail components manufacturing. steel structures, piping, pressure equipment and engineered steel components.

Compliance with the above accreditation assists the Company to identify and meet both internal and external customer requirements and provide a framework for continuous improvement of the Company's business activities. Through continuous improvement Aerison ensures its business systems framework is continually evolving to support the sustainable growth of the business.

ISO 9001:2015
ISO 14001:2015
ISO 45001:2018
BUREAU VERITAS
Certification

Certified Company
IIS CERT
UNI EN 15085-2

Weld Australia
Welding Integrity Assured
AS/NZS ISO 3834 Part 2
Certificate No. 078

6.16 The impact of COVID-19 and Aerison's Response

Despite the global impact of COVID-19, there has been no material adverse impact on Aerison's financial performance. Upwards of 90% of Aerison's operations and contracts are predominantly based in Western Australia, a state that has not been as significantly impacted by COVID-19 as other states of Australia or other countries. In addition, Aerison was classified as an essential services provider to the Western Australian mining industry which enabled it to continue operational activities with minimal impact during lockdowns and restricted travel periods. Aerison's financial performance was not adversely affected by any of the short term lock downs imposed by the Western Australian state government. Projects and operational activities have continued and payments from customers has continued in accordance with the agreed terms and conditions.

All contracts and projects with Aerison's customers have continued, the pipeline of work continues to grow (particularly within mining, especially iron ore, relating to plant upgrades and maintenance and investment in infrastructure as a result of Federal and State government stimulus packages) and Aerison is continuing to win new contracts.

The Company has implemented a COVID-19 management plan at all locations in order to minimise the risk of infection for individuals and disruption to operational activities. The Company's COVID-19 management plan is reviewed and updated based on the latest guidance from health professionals and the government as the situation develops.

Given the uncertainty of the impact or severity of future COVID-19 outbreaks there is an increased risk of limited access to, or shortages of, labour, materials, and consumables. These risks are being continually monitored, early commencement of preparation and engagement activities, active dialogue with customers and suppliers including local sourcing of labour and materials wherever possible to minimise reliance on interstate or international sources.

6.17 Corporate social responsibility

Aerison is committed to the goal of upholding business integrity and social responsibility by integrating and balancing social and economic considerations in our governance and decision making. The Company supports a culture of openness and trust in all management and business practices. Aerison is committed to acting transparently, in good faith and exercise due care; to comply with relevant legislation and regulations, and to proactively promote ethical behaviour.

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05 INVESTMENT OVERVIEW

Aerison Dust Collection System - Pilbara (inland operations).

7. INDUSTRY OVERVIEW

This Section contains an independent market expert report by BIS Oxford Economics Pty Ltd (**Industry Report**) that has been commissioned by the Company on the outlook for key markets that affect, or have the potential to affect, the demand for the business of the Company. The Directors consider that this report should be included in its entirety to ensure that this Prospectus contains all information that is relevant to an investor's decision whether to invest in Shares.

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AERISON MARKET STUDY

MARCH 2021

BIS OXFORD ECONOMICS

BIS Oxford Economics

Effective March 1 2017, UK-headquartered **Oxford Economics,** one of the world's foremost independent global advisory firms acquired a controlling stake in **BIS Shrapnel**. BIS Shrapnel, which had been in continuous operation since July 1, 1964 as a completely independent Australian owned firm with no vested interests of any kind — providing industry research, analysis and forecasting services — merged with the Australian operation of Oxford Economics. The new organisation is now known as BIS Oxford Economics.

Oxford Economics was founded in 1981 as a commercial venture with Oxford University's business college to provide economic forecasting and modelling to UK companies and financial institutions expanding abroad. Since then, we have become one of the world's foremost independent global advisory firms, providing reports, forecasts and analytical tools on 200 countries, 100 industrial sectors and over 3,000 cities. Our best-of-class global economic and industry models and analytical tools give us an unparalleled ability to forecast external market trends and assess their economic, social and business impact.

Headquartered in Oxford, England, with regional centres in London, New York, and Singapore, Oxford Economics has offices across the globe in Belfast, Chicago, Dubai, Miami, Milan, Paris, Philadelphia, San Francisco, and Washington DC. We employ over 300 full-time people, including more than 200 professional economists, industry experts and business editors—one of the largest teams of macroeconomists and thought leadership specialists. Our global team is highly skilled in a full range of research techniques and thought leadership capabilities, from econometric modelling, scenario framing, and economic impact analysis to market surveys, case studies, expert panels, and web analytics. Underpinning our in-house expertise is a contributor network of over 500 economists, analysts and journalists around the world.

Disclaimer

This is an independent report prepared by BIS Oxford Economics. Save for the preparation of this report and services rendered in connection with this report for which normal professional fees will be received, BIS Oxford Economics has no interest in Aerison Pty Ltd and no interest in the outcome of the Offer. Payment of these fees to BIS Oxford Economics is not contingent on the outcome of the Offer. BIS Oxford Economics has not and will not receive any other benefits (including any commissions) and there are no factors which may reasonably be assumed to have influenced the contents of this report nor which may be assumed to have provided bias or influence. BIS Oxford Economics consents to the inclusion of this report in the Prospectus in the form and context in which it is included. As at the date of this report, this consent has not been withdrawn. BIS Oxford Economics does not hold a dealer's license or Australian Financial Services License. This report does not constitute advice in respect of the Offer.

To discuss the report further please contact:

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Tel. +61 (0)2 8458 4200

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1 EXECUTIVE SUMMARY

1.1 REPORT OVERVIEW

- BISOE has been commissioned by Aerison Pty Ltd (Aerison) to provide an independent market expert report that will be included in an investor prospectus. Aerison provides a range of multidisciplinary EPC services, with projects delivered across Australia and internationally. Aerison's key capabilities across the natural resources, utilities, and other infrastructure sectors include:
    - Engineering: Engineering and design, multi-disciplined EPC.
    - Construction: Fabrication and assembly, Structural Mechanical Piping (SMP) construction and installation, and electrical & instrumentation work.
    - Asset Management: including maintenance services, operations, and plant shutdowns.
    - Environmental Management: design, construction, operation, and maintenance of environmental management assets including water treatment and dust control.
    - Materials handling: including bulk storage, fuel facilities, overland conveying, and piping.
- This report consists of analysis and forecasts of engineering construction and maintenance – particularly for the key sectors which drive Aerison's business in Australia: natural resources (including mining and oil and gas), utilities (including power generation, water and wastewater and gas pipelines) and other infrastructure (bulk materials handling and road and rail infrastructure, including tunnels). The forecasts are produced at the national Australian level over a five year horizon (to FY25).

1.2 ENGINEERING CONSTRUCTION TRENDS AND OUTLOOK

- Total engineering construction in Australia peaked in FY13 off the back of the mining investment boom and escalating roads, electricity, and telecommunications work. Through much of the rest of the decade, engineering construction activity has trended lower, dominated by declining resources-related construction. A partial rebound in FY18 was in part driven by the arrival of the Prelude LNG Floating offshore platform, but also by a recovery in transport and utilities engineering construction sectors, which have remained at relatively higher levels in FY19 and FY20 despite further weakening in oil and gas works.
- Total engineering construction weakened slightly in FY20, with easing oil and gas activity following the completion of large LNG projects offsetting a strengthening in minerals-related activity. The winding down of investment in the nbn (telecommunications) also impacted on total activity while disruptions to transport construction from COVID-19 measures also took their toll.
- Looking ahead, engineering construction activity in Australia is forecast to rebound strongly, peaking in FY24 off the back of a transport construction boom and a robust

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increase in resources-related work sectors. Growth in total engineering construction work done is expected to average just over 5% per annum from FY21 to FY25.

- Mining and heavy industry construction (including oil and gas, as well as minerals and other heavy industry work) is forecast to grow by just over 7% per annum on average over FY21 to FY25 inclusive, led by large investment in iron ore projects initially, but broadening into other commodities as well as oil and gas later on.
- Utilities construction (including electricity, water and wastewater and gas pipelines) is also expected to grow over the next five years, albeit at a weaker rate than resources-related construction, driven by new investments in energy, water and gas pipelines.
- The outlook for the construction of materials handling facilities is also positive, although agricultural cropping, while recovering, is not expected to surpass 2017 peaks (and hence drive demand for new agricultural materials handling facilities). In the petroleum and gas storage and handling areas, the imminent closure of 2 out of the current 4 refineries means that new refined petroleum tanks will need to be built to maintain an adequate storage 'buffer'. Meanwhile, renewed post-Covid-19 growth in domestic demand for goods is forecast to drive strong increases in demand for imports, boosting the need for investment in the handling of manufactured goods at ports (both imports and exports), warehouses and at final destinations.
- Australia is on the cusp of a renewed boom in road and rail transport infrastructure, with multiple megaprojects rolling out simultaneously in coming years in most states and territories. Over the next five years, road construction work done is expected to grow at an average of around 7% per annum, while rail construction will grow even faster – over 10% per annum on average. With much of this work focused in metropolitan brownfield areas, this entails a large increase in new tunnel construction activity, which BIS Oxford Economics estimates will grow by over 50% over the next few years.

1.3 MAINTENANCE OUTLOOK

- The boom in physical asset investment during the early 2010's resulted in a higher maintenance requirement to keep the asset base in proper working order. The increase in capital investment occurred at a time of stronger growth in Australia's population, trade and economic activity which increased pressure on existing economic infrastructure. This contributed additional upwards pressure to the overall maintenance requirement. Over time, these factors are translating into growing maintenance activity – a more gradual services "echo" following the boom in capital investment spending.
- Looking ahead, continuous additions to the asset base from the private sector will create solid support for maintenance needs. This is particularly evident across the mining sectors but also in electricity generation, other utilities and transport. An upcoming wave of public transport projects, as well as renewed resources-related construction will also likely drive an "echo" lift in maintenance requirements.

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2 SUMMARY OF AERISON'S SERVICES

Established in Perth, Western Australia in 1988, Aerison has grown from a specialist Environmental Engineering company to a broad based engineering and construction company that self-performs multi-disciplined EPC and mechanical installation services to a wide variety of industries and applications across Australia.

The Company is recognised for its capability in environmental services providing Engineering, Design, Construct and Installation services in Air Pollution Control, Dust Management, Water and Waste-Water Treatment and Acoustic Engineering and Noise Abatement.

In addition, the company has also established itself as a multi-discipline service provider undertaking design and construct projects on Process and Non-Process equipment across the Natural Resources, Infrastructure and Utilities Industry Sectors.

Aerison's key capabilities include:

- Engineering: Engineering and design, multi-disciplined EPC.
- Construction: Fabrication and assembly, Structural Mechanical Piping (SMP) construction and installation, and electrical & instrumentation work.
- Asset Management: including maintenance services, operations, and plant shutdowns.
- Environmental Management: design, construction, operation, and maintenance of environmental management assets including water treatment and dust control.
- Materials handling: including bulk storage, fuel facilities, overland conveying, and piping.

Aerison services are provided across the following industry sectors:

- Natural Resources
  - Mining and minerals
  - Oil and gas
- Utilities
  - Power generation
  - Water and wastewater treatment
  - Gas pipelines
- Other Infrastructure
  - Materials handling
  - Road and rail tunnels

This report consists of analysis and forecasts of engineering construction and maintenance – particularly for the key sectors which drive Aerison's business in Australia: natural resources (including mining and oil and gas), utilities (including power generation, water and wastewater and gas pipelines) and other infrastructure (bulk materials handling and road and rail

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infrastructure, including tunnels). The forecasts are produced at the national Australian level over a five-year horizon (to FY25).

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3 KEY INDUSTRIES: HISTORY AND OUTLOOK

3.1 HEADLINE OUTLOOKS

3.1.1 Engineering Construction

- Total engineering construction in Australia peaked in FY13 off the back of the mining investment boom and escalating roads, electricity, and telecommunications work. Through much of the rest of the decade, engineering construction activity has trended lower, dominated by declining resources-related construction. A partial rebound in FY18 was in part driven by the arrival of the Prelude LNG Floating offshore platform, but also by a recovery in transport and utilities engineering construction sectors, which have remained at relatively higher levels in FY19 and FY20 despite further weakening in oil and gas works.

- Total engineering construction weakened slightly in FY20, with easing oil and gas activity following the completion of large LNG projects offsetting a strengthening in minerals-related activity. The winding down of investment in the nbn (telecommunications) also impacted on total activity while disruptions to transport construction from COVID-19 measures also took their toll.

- Looking ahead, engineering construction activity in Australia is forecast to rebound strongly, peaking in FY24 off the back of a transport construction boom and a robust increase in resources-related work sectors. Growth in total engineering construction work done is expected to average just over 5% per annum from FY21 to FY25.

3.1.2 Mining Investment

- Total mining investment includes buildings and structures investment which is very closely interlinked with mining-related engineering construction. As such, mining investment followed a similar trend to total engineering construction historically. Investment in the industry is dominated by activity across coal, iron ore, other minerals and oil and gas. As investment across these sectors boomed then collapsed, so too did headline mining investment (and engineering construction activity).

- Total mining investment troughed in FY19, with modest growth recorded for FY20. However, the medium run outlook for the sector is for stronger growth, averaging over 7.5% per annum from FY21 to FY25. Work on major iron ore projects is doing the heavy lifting currently, with rising coal, other minerals and another strong cycle in oil and gas investment driving much stronger growth by mid-decade.

3.1.3 Maintenance

- The boom in physical asset investment during the early 2010's resulted in a higher maintenance requirement to keep the asset base in proper working order. The increase in capital investment occurred at a time of stronger growth in Australia's population, trade and economic activity which increased pressure on existing economic infrastructure. This contributed additional upwards pressure to the overall maintenance requirement. Over

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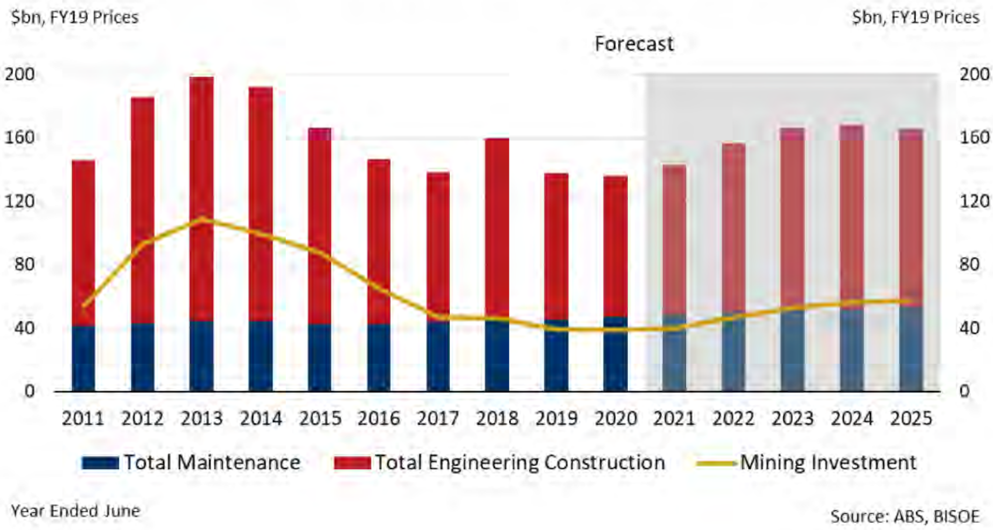
time, these factors are translating into growing maintenance activity – a more gradual services "echo" following the boom in capital investment spending.

- Looking ahead, continuous additions to the asset base from the private sector will create solid support for maintenance needs. This is particularly evident across the mining sectors but also in electricity generation, other utilities and transport. An upcoming wave of public transport projects, as well as renewed resources-related construction will also likely drive an "echo" lift in maintenance requirements. Overall, maintenance activity is forecast to grow at over 2% per annum to FY25.

Fig. 1: **Total Engineering Construction, Mining Investment, and Maintenance, Australia**



3.2 NATURAL RESOURCES OUTLOOK

3.2.1 Mining Engineering Construction

The mining investment boom drove peak levels of engineering construction around FY13 across coal, iron ore, other minerals and oil & gas. This spectacular boom was followed a similarly spectacular decline, with FY20 representing a trough of total activity. Looking ahead, regaining strength across most sectors is expected to see mining work done grow at over 7% per annum on average over the five years to FY25.

3.2.2 Mining Maintenance

Following the enormous addition to the stock of mining assets, mining maintenance requirements have seen consistent upwards pressure. Profitability and budget concerns drove a lull over FY15 and FY16, before a growing backlog forced steady growth to resume. Mining maintenance work is forecast to grow at around 5% per annum on average over the years to FY25.

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Fig. 2: **Mining Engineering Construction, Mining Investment, and Maintenance, Australia**

3.2.3 Oil & Gas Engineering Construction

The largest and most volatile component of engineering construction over recent history is the oil and gas sector, with work done peaking in FY13 with the near simultaneous construction of over seven LNG production trains. The subsequent bust in work done once this investment was completed is still in motion, with a trough of activity forecast for FY21. The next round of oil and gas projects is expected to drive average construction growth of 27% per annum to FY25 off a very low base, with much of this growth occurring from FY22.

3.2.4 Oil & Gas Investment

Oil and gas investment shaped the engineering construction profile over the past 10 years, with enormous flows of investment in LNG facilities falling away to a forecast trough in FY21. Here, the next round of projects will drive average growth of 17% per annum over the years to FY25.

3.2.5 Oil & Gas Maintenance

Oil and gas maintenance has seen a period of rapid growth over the past decade, driven by immense additions to the asset base. Strong growth is forecast to continue in response to the existing facilities and new additions. Maintenance activity is expected to grow at over 11.5% per annum on average to FY25.

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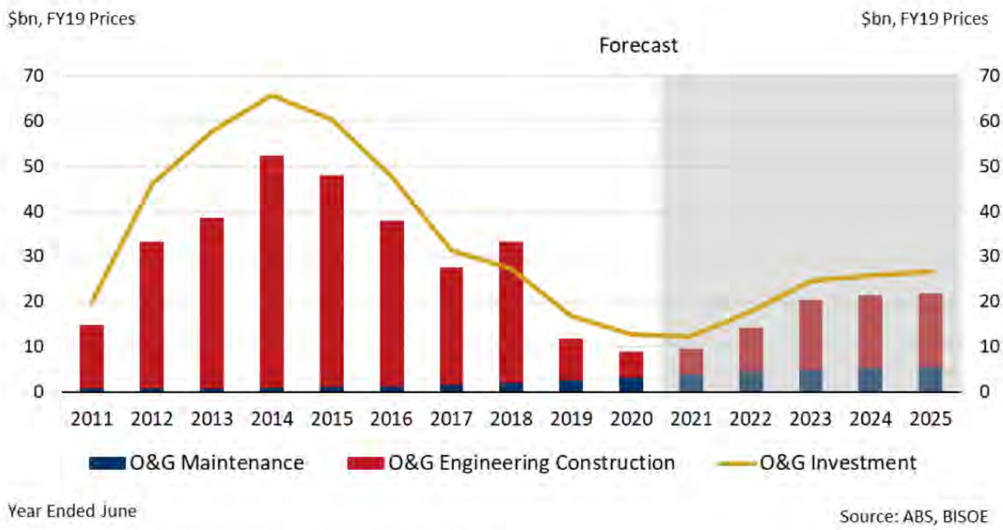
Fig. 3: **Oil & Gas Engineering Construction, Oil & Gas Investment, and Maintenance, Australia**



3.3 UTILITIES INFRASTRUCTURE OUTLOOK

3.3.1 Electricity Engineering Construction

Electricity engineering construction grew strongly to FY13 off the back of mining related projects and public investment in the transmission and distribution networks. Activity then slumped until FY18 where the next wave of work was driven by a renewable energy generation boom. Looking ahead work is set to remain at elevated levels, with growth in activity remaining relatively flat overall. Transmission and distribution work is expected to grow significantly to enable the establishment of new renewable energy sources and balance energy demand, while generation activity will continue to be focused into harnessing renewable resources such as wind, solar and pumped hydro.

3.3.2 Electricity Maintenance

Electricity asset maintenance eased following FY13 as more proactive measures resulted in lowered maintenance costs for the distribution network. FY20 saw marginal growth following asset expansions. Looking ahead, overall growth in maintenance work is likely to remain flat as the maintenance heavy fossil fuel generators are replaced by less maintenance intensive renewable sources. Climate change impacts – with increased likelihood of bushfires, floods and storms – will likely drive increasing emergency repairs and volatility.

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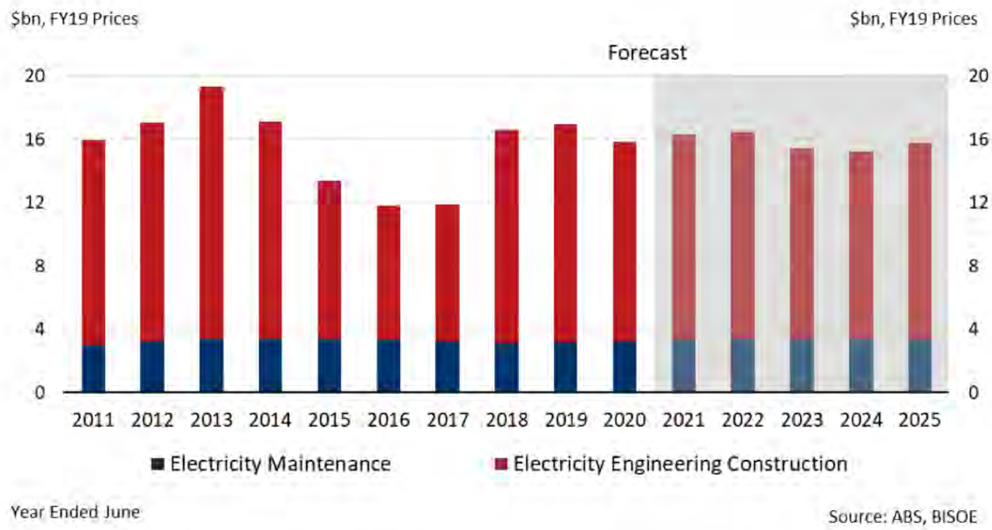
Fig. 4: **Electricity Engineering Construction and Maintenance, Australia**



3.3.3 Water Supply and Storage Engineering Construction

Water related construction grew substantially from the construction of a large number of projects during the Millennial Drought, peaking in FY2010. The completion of these projects, and the easing of drought conditions drove weaker levels of construction to FY16. Activity has since recovered, driven by an array of water security works and upgrades and expansions to metropolitan networks. Minor but steady growth of 2.5% per annum is forecast to FY25, with upwards pressure from water security measures and growing population needs.

3.3.4 Water Supply and Storage Maintenance

Maintenance requirements grew quickly in line with the increased asset base to FY14 before growth returned to trend. This trend growth is expected to continue, averaging around 1.5% per annum over the five years to FY25.

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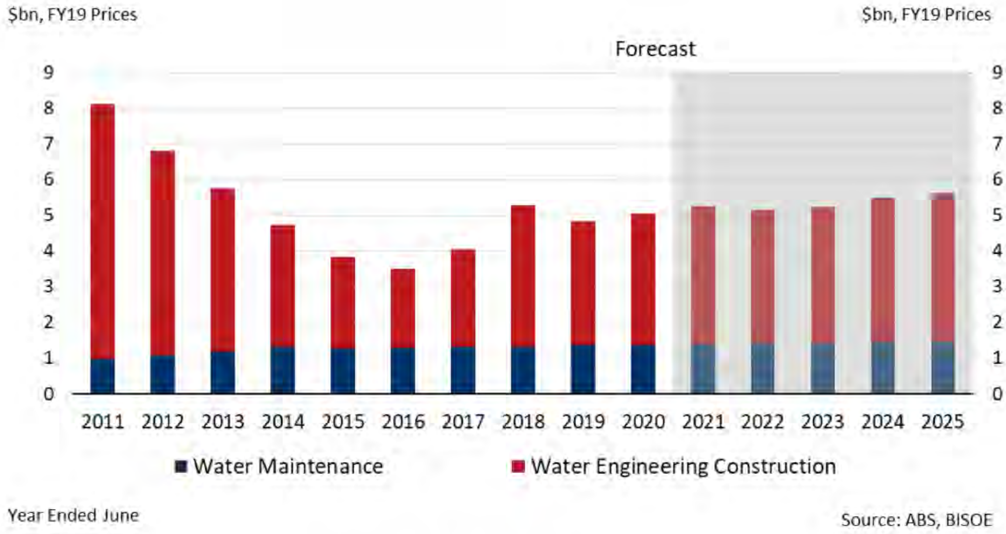
Fig. 5: **Water Engineering Construction and Maintenance, Australia**



3.3.5 Sewerage and Drainage Engineering Construction

Sewerage engineering construction slumped to FY15 before rebounding to FY20. Looking ahead, work is expected to remain relatively stable, with growth forecast to average around 1% per annum over the next 5 years overall in real terms.

3.3.6 Sewerage and Drainage Maintenance

Sewerage maintenance growth has been historically very stable. Steady growth is forecast over the next 5 years with growth to average around 1.5% per annum.

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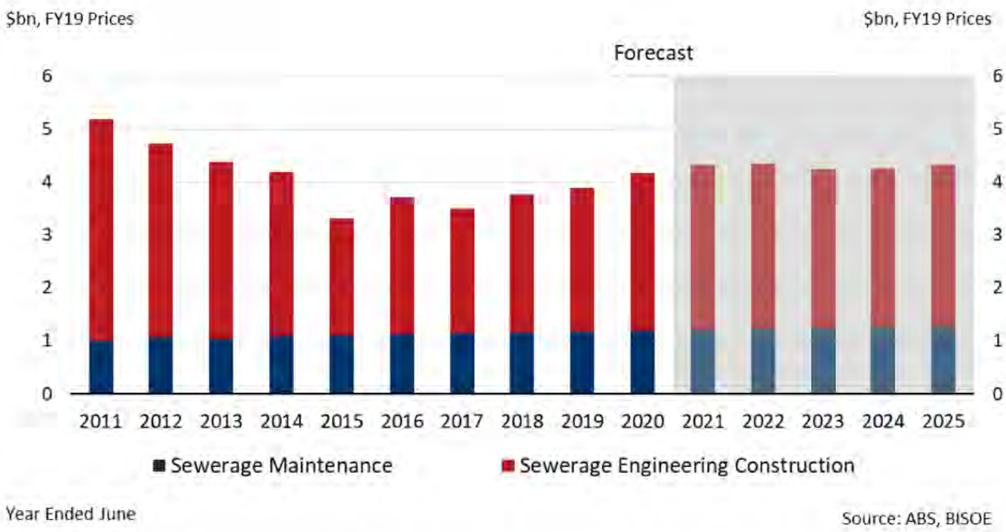
Fig. 6: **Sewerage Engineering Construction and Maintenance, Australia**



3.3.7 Gas Pipelines Engineering Construction

Gas pipeline construction is closely linked with servicing oil and gas investment and population centres. Current levels of construction are a shadow of the mining investment related peak in FY15. A medium run rebound in oil and gas investment is expected to drive pipeline construction growth of around 15% per annum on average to FY25.

3.3.8 Gas Pipelines Maintenance

Growth in pipeline maintenance has been very steady and looks to continue that trend. Over the next 5 years growth will average just under 1.5% per annum.

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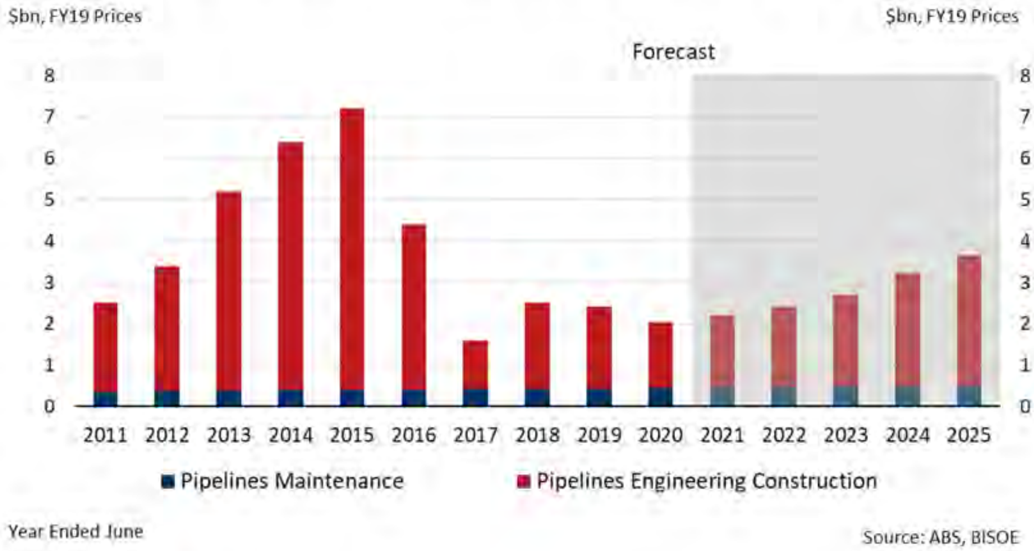
Fig. 7: **Gas Pipelines Engineering Construction and Maintenance, Australia**



3.4 OTHER INFRASTRUCTURE

3.4.1 Bulk Storage and Materials Handling

The bulk storage and handling markets mainly include the major minerals, petroleum and gas and bulk grains markets. In addition, other materials handling normally involves the transport, transfer and handling of manufactured goods at ports (both imports and exports), warehouses and at final destinations. These manufactured goods are sourced both from local manufacturers and from overseas (i.e. imports).

Bulk storage and handling for major minerals is driven by minerals production, with the bulk of this production sent to port, with a relatively small proportion sent to local metal manufacturers for further processing. There are also opportunities for replacement-related construction and ingoing maintenance of these facilities. As figure 8 illustrates, iron ore is the dominant mineral, followed by coal and then bauxite. The growth in overall minerals production has eased over recent years and declined by 0.5% in FY20. Another small decline is expected to occur in FY21, before growth resumes. Growth in total minerals production is forecast to average 1.9% p.a. over the five years to FY25.

Bulk storage and handling for grains, oilseeds and pulses is similarly related to production of these commodities. New storage and handling capacity is normally required when future production is expected to consistently exceed the previous production peaks. The large rebound in crop production volumes over FY21 is still not expected to reach the very high peak of FY17. Going forward, the government's official forecaster of agricultural commodities does not expect crop production to reach current (or past) levels. Although there may be upside to the forecasts presented here, cropping land is near its peak and we would concur that it is unlikely that future production levels will reach the FY17 levels, with a small chance they will reach FY21 levels. As such the main opportunities in the agricultural markets would appear to be those related to replacement, refurbishment and maintenance.

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In the petroleum and gas storage and handling areas, there will be major opportunities related to the need to significantly expand Australia's fuel storage in order to enhance Australia's fuel security. The imminent closure of 2 out of the current 4 refineries means that new refined petroleum tanks will need to be built to maintain an adequate storage 'buffer'. This is in addition to the conversion of the current fuel tanks at the Kwinana and Altona from production-related tanks to import-only tanks.

Other materials handling normally involves the transport, transfer and handling of manufactured goods at ports (both imports and exports), warehouses and at final destinations. The key driver of the growth in materials handling capacity is the growth in the domestic demand for goods (including retail, vehicles, construction-related and other investment goods) and the imports of merchandise goods. After both the demand for goods and merchandise imports declined sharply in 2020 due to the COVID-19 recession, renewed growth is expected to occur over the next 5 years. Domestic demand for goods is forecast to increase at an average rate of 3.5%, while imports will average over 5% annually.

Fig. 8: **Mining Production by Major Commodity, Australia**

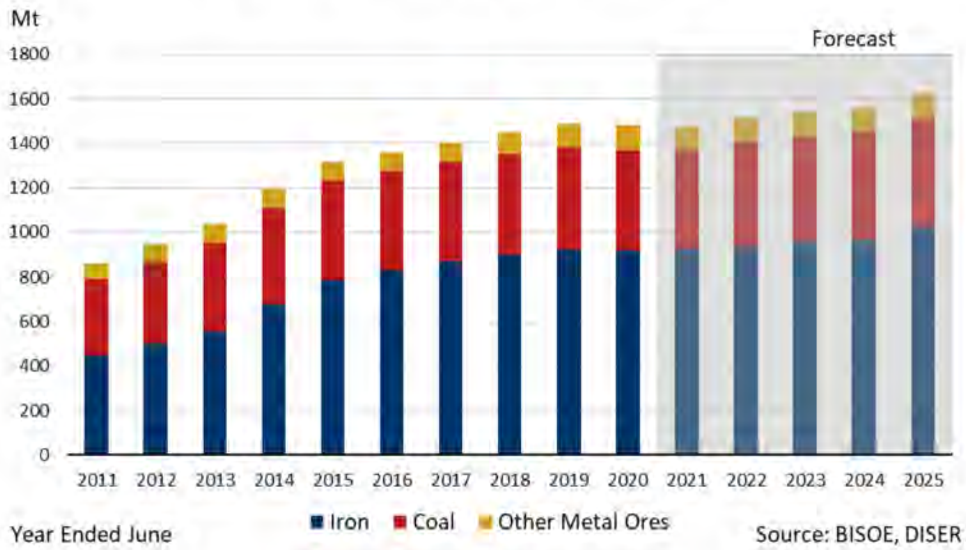

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Fig. 9: **Oil and Petroleum Imports and Production, Australia**

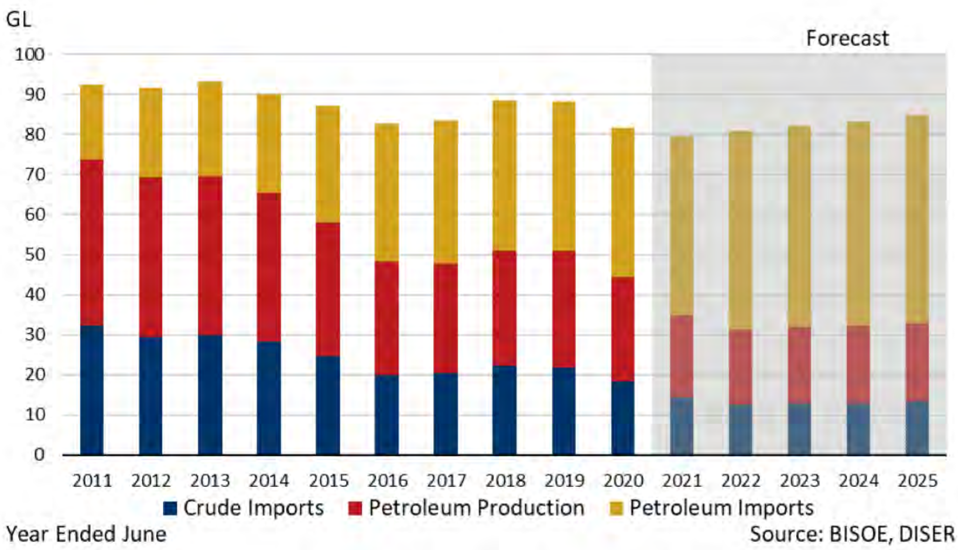


Fig. 10: **Grain, Oilseeds & Pulses Production, Australia**

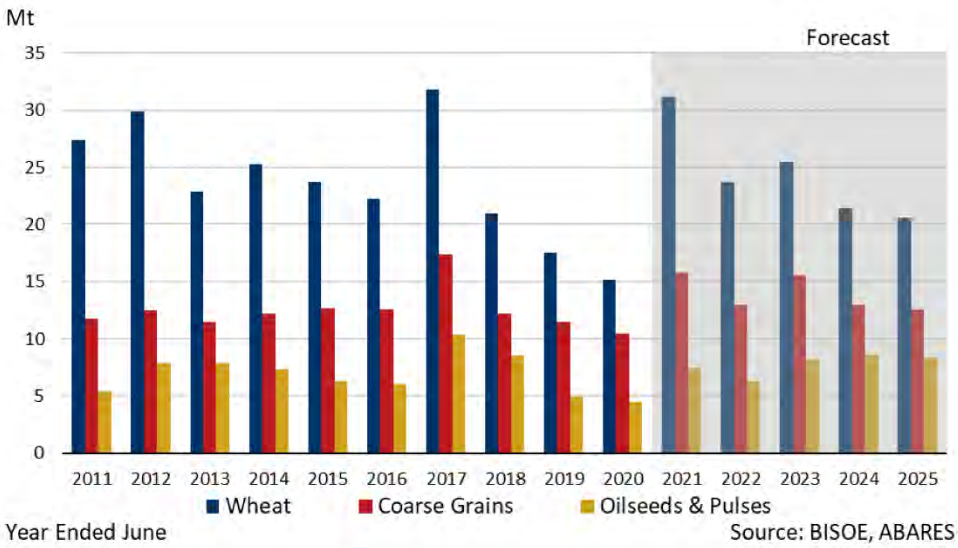
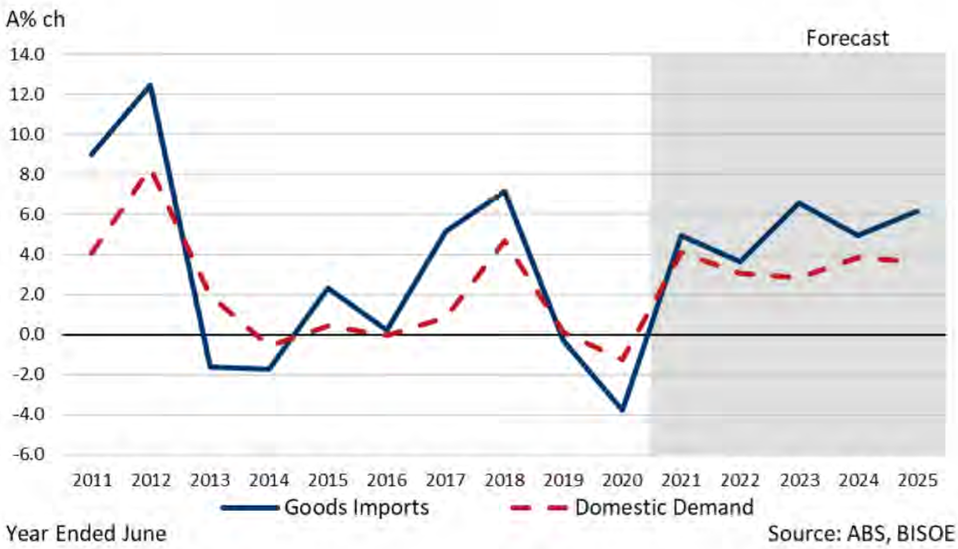


Fig. 11: **Merchandise Imports and Domestic Demand, Australia**



3.4.2 Roads and Bridges Engineering Construction

Roads and bridges construction has seen strong cyclical movements over the last decade along an upward trend, with the most recent upswing (from FY16) associated with a number of enormous public highways projects and private toll roads. While activity has weakened marginally over the last 2 years, work done is forecast to pick up strongly over the years to FY25, peaking in FY23. Over the next five years, work done is expected to grow at an average of around 7% per annum.

3.4.3 Roads and Bridges Maintenance

Road and bridges maintenance has fluctuated with construction cycles based on public budgets and willingness to spend on remedial works over the last decade. Peak work around FY13 was tied to the reconstruction and maintenance efforts in response to the QLD floods. Activity has since eased. However, roads and bridges maintenance is forecast to grow strongly due to public sector stimulus measures and to service the upcoming wave of asset additions. Activity is expected to grow at just over 1% per annum on average over the next 5 years, but with a large cycle of works over the coming years.

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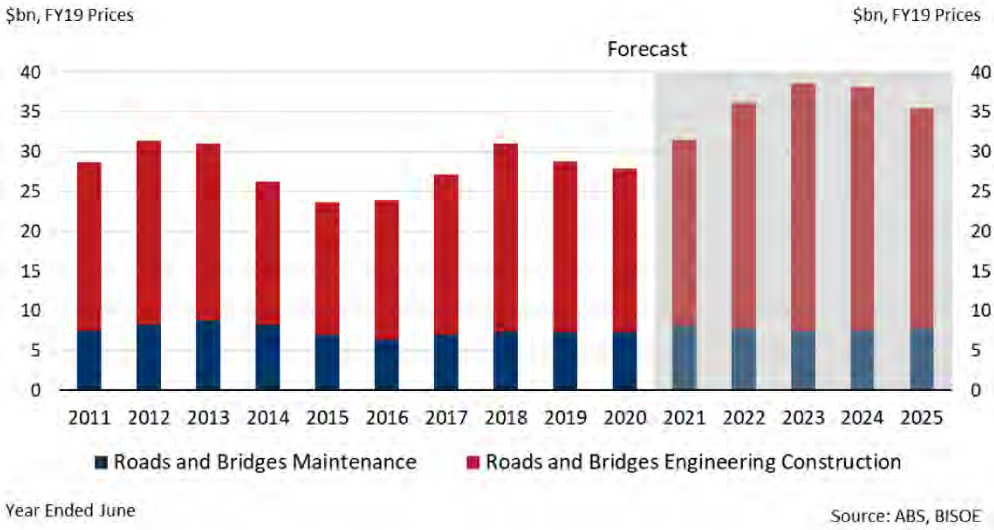
Fig. 12: **Road and Bridges Engineering Construction and Maintenance, Australia**



Source: ABS, BISOE

3.4.4 Rail Engineering Construction

Like roads and bridges, rail construction has seen strong cyclicality over the last 10 years. Similarly, the current upswing is related to multi-billion-dollar public transport initiatives in state capitals. Overall, with a strong pipeline of large rail projects across heavy haul, passenger (including Metros and light rail) and freight (including Inland Rail), this sector has one of the strongest outlooks of any construction sector in Australia. Growth in work done is forecast to average over 10% per annum on average to FY25.

3.4.5 Rail Maintenance

Growth in rail maintenance has remained relatively stable over the past decade. This trend is expected to continue with growth to average just under 2% per annum over the years to FY25, but gradually accelerating as new rail networks are constructed.

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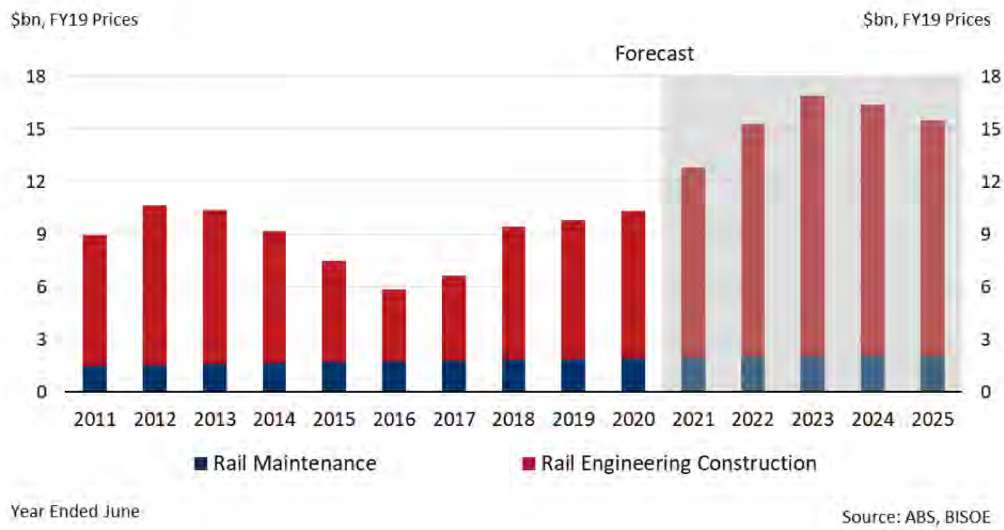
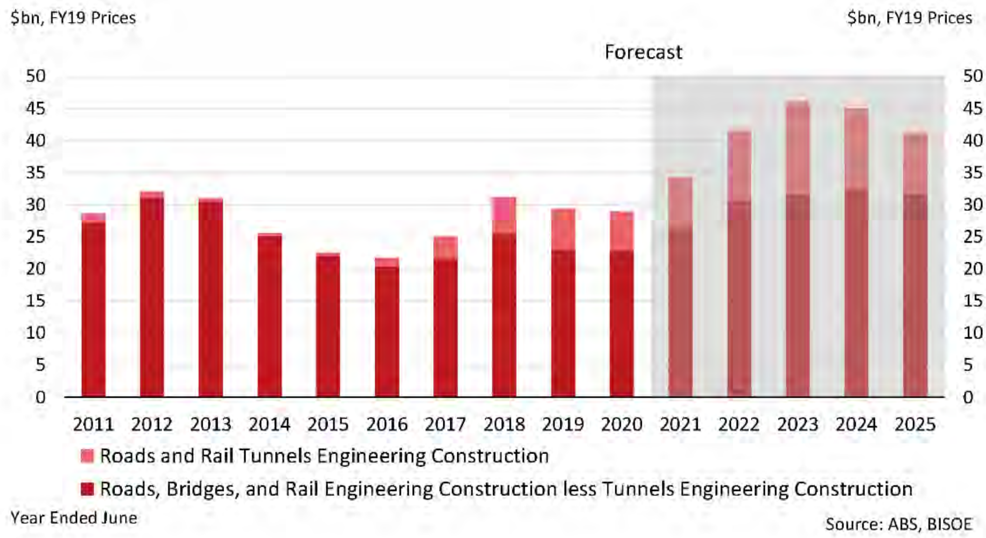
Fig. 13: **Rail Engineering Construction and Maintenance, Australia**



3.4.6 Roads and Rail Tunnelling Engineering Construction

A strong new wave of transport construction projects in dense brownfield environments is driving a surge in new tunnel construction. Focused in Australia's capital cities, road and rail tunnelling activity has seen notable growth since FY17, driven by a number of urban highway projects and the development of underground rail metro networks. Transport related engineering construction is set to peak over the next 5 years, with tunnelling activity to make up an increasing component of this activity.

Fig. 14: **Roads and Rail Tunnels Engineering Construction, Australia**



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4 COMPETITION

Aerison's diversified and integrated service offerings enable it to operate in a range of industries and markets. There are numerous companies providing services to the markets in which Aerison is operating and they vary by location, industry and services provided. However, it is common practice for service providers to tender for contracts with other specialist providers as few are able to provide the full integrated engineering, procurement and construction (EPC) package service offerings of Aerison.

Participants compete on multiple levels, including:

- Safety
- Quality
- Expertise and experience
- Technology and innovation, and
- Price

There are significant barriers of entry into the markets in which Aerison operates and they include:

- Depth of technical, business and industry knowledge and intellectual property
- Financial strength, capacity to fund contracts and establish operational locations
- EPC and project management contract (PMC) systems and processes to ensure activities are safely, efficiently, and effectively delivered.

Potential competitors could include:

- AGC Industries Pty Ltd
- Civmec Limited
- Diab Engineering Pty Ltd
- G&S Engineering Services Pty Ltd
- Goodline
- Linkforce Engineering Pty Ltd
- Monadelphous Group Limited
- Mondium Pty Ltd
- Nederman MikroPul Pty Ltd
- NRW Holdings Limited

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- Primero Group Limited
- Total Air Pollution Control Pty Ltd

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Oxford Economics Ltd
Abbey house
121 St Aldates
Oxford OX1 1HB
UK
Tel: +44 (0)1865 268 900

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Level 8, 99 Walker St
North Sydney NSW 2060
Tel: +61 2 8458 4200

London
4 Millbank
Westminster
London SW1P 3JA
UK
Tel: +44 (0)20 3910 8000

New York
5 Hanover Square, 8th floor,
New York NY 10004
Tel: +1 (646) 503 3050

Singapore
6 Battery Road
#38-05
Singapore 049909
Tel: +65 6850 0110

Europe, Middle East and Africa

Oxford
London
Belfast
Frankfurt
Paris
Milan
Stockholm
Dubai
Cape Town

Americas

New York
Boston
Philadelphia
Chicago
Los Angeles
Toronto
Mexico City

Asia Pacific

Singapore
Hong Kong
Tokyo
Sydney
Melbourne

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08 DETAILS OF THE OFFER

Aerison Off-gas Scrubber System - emissions control.

8. DETAILS OF THE OFFER

8.1 Introduction

The information set out in this Section is not comprehensive and should be read together with the other information in this Prospectus.

8.2 The Offer

Under this Prospectus the Offer is an invitation to apply for an initial public offer of up to 37,5000,000 New Shares at an offer price of $0.20 per New Share, and 30,000,000 Sale Shares to be sold by SaleCo at an offer price of $0.20 per Sale Share, to raise a total of $13,500,000 (before costs) (**Maximum Subscription**). The Offer is subject to a Minimum Subscription (as set out in Section 8.4).

The Shares offered under this Prospectus will rank equally in all respects with the Existing Shares on issue. The material rights and liabilities attaching to the Shares are summarised in Section 14.6(a).

The Shares offered under this Prospectus will, assuming the Minimum Subscription of 62,500,000 Shares, represent 20.8% of the Shares on issue on Completion and, assuming the Maximum Subscription of 67,500,000 represent 22.1% of the Shares on issue on Completion.

The Offer is made on the terms, and is subject to the conditions, detailed in this Prospectus. Refer to Section 8.9 on how to apply for Shares under the Offer.

8.3 Sales of Share by Existing Shareholders

SaleCo, a special purpose vehicle, has been established to facilitate the sale of Sale Shares by the Selling Shareholders. Each of the Selling Shareholders has executed a deed in favour, and for the benefit, of SaleCo and the Company under which the Selling Shareholder agrees to sell some of their Existing Shares to SaleCo free from encumbrances and third party rights, conditional on the Company being included in the Official List and the Sale Shares, after being offered under this Prospectus, being admitted to Quotation (which approval may be subject to usual and customary conditions). The Sale Shares which SaleCo acquires from the Selling Shareholders will be transferred by SaleCo to successful Applicants at the Offer Price. The total number of Sale Shares which the Selling Shareholders have offered to sell via SaleCo is 30,000,000. See Section 14.3 for further information of the arrangements in connection with SaleCo.

All the proceeds received by SaleCo for the sale of the Sale Shares will be paid to the Selling Shareholders and will not be available for the purpose of Company activities.

8.4 Minimum Subscription

The minimum subscription to be raised under this Prospectus is $12,500,000 through the issue by the Company of 32,500,000 New Shares, and the sale of 30,000,000 Sale Shares by SaleCo, at an offer price of $0.20 per Share (**Minimum Subscription**).

If the Minimum Subscription is not reached within four (4) months after the date of this Prospectus the Company will thereafter either repay all Application Monies received or will issue a supplementary prospectus or replacement prospectus and allow Applicants one (1) month to withdraw their Applications and be repaid their Application Monies. No interest will be paid on these Application Monies.

8.5 No Oversubscriptions

No oversubscriptions to the Offer will be accepted.

8.6 Conditions of the Offer

The Offer is conditional upon the Company achieving the Minimum Subscription and receiving ASX approval for Quotation. No New Shares will be issued or Sale Shares transferred if these conditions are not satisfied.

8.7 Offer Not Underwritten

The Offer is not underwritten.

8.8 Lead Manager

Peloton Capital Pty Ltd has agreed to act as lead manager to the Offer. A summary of the terms and conditions of the Company's mandate agreement with Peloton Capital Pty Ltd is set out in Section 13.3.

8.9 How to Apply for Shares

Applications for Shares offered under this Prospectus must be made using the Application Form which is attached to this Prospectus.

Payment for the Shares must be made in full at the offer price of $0.20 per Share. Applications must be for a minimum of 10,000 Shares and thereafter in multiples of 1,000 Shares.

Applicants in Australia may apply for Shares by applying online at:

https://events.miraqle.com/aerison-ipo/

An Applicant must comply with the instructions on the website. An Applicant paying the Application Monies by BPAY® must use the unique BPAY® Customer Reference Number provided.

Applicants may also apply for Shares by post using the Application Form which is attached to this Prospectus. Completed Applications and accompanying cheques must be mailed to:

Aerison Group Ltd
c/- Link Market Services Limited
Locked Bag A14
SYDNEY SOUTH NSW 1235

Cheques should be made payable to "**Aerison Group Ltd – Share Application Account**" and crossed "Not Negotiable". Completed Applications must reach the above address by no later than the Closing Date. Detailed instructions on how to complete the Applications are set out on the reverse of those forms.

By making an Application, you declare that you were given access to this Prospectus (or any supplementary or replacement prospectus), together with an Application Form. The Corporations Act prohibits any person from passing an Application Form to another person unless it is attached to, or accompanied by, a hard copy of this Prospectus or the complete and unaltered electronic version of this Prospectus. To the extent permitted by law, an Application by an Applicant is irrevocable.

If you require assistance in completing any of the Applications, please contact the Share Registry on 1800 628 703 (within Australia) or +61 1800 628 703 (outside Australia).

The Company and SaleCo, in consultation with the Lead Manager, reserve the right to close the Offer early without notice.

8.10 Allotment of Shares and Application Monies

Subject to the Minimum Subscription being reached and the ASX granting conditional approval for the Company to be admitted to the Official List, the issue of New Shares and transfer of Sale Shares offered by this Prospectus will be allotted as soon as practicable after the Closing Date.

Following allotment, statements of Shareholdings will be dispatched to successful Applicants. It is your responsibility to determine your allocation prior to trading in Shares. If you sell Shares before receiving your holding statement you do so at your own risk.

Prior to allotment, all Application Monies shall be held by the Company on trust for the Applicants in a separate bank account as required by the Corporations Act. The Company will retain any interest earned on the Application Monies irrespective of whether the allotment of Shares takes place.

The Directors and directors of SaleCo reserve the right to issue or transfer Shares in full for any Application or to issue or transfer any lesser number of Shares or to decline any Application. Where the number of Shares issued or transferred is less than the number applied for, or where no issue or transfer is made, the surplus Application Monies will be refunded without any interest to the Applicant as soon as practicable after the allotment date. No refunds pursuant solely to rounding will be provided.

It is your responsibility to ensure that your BPAY® payment or electronic funds transfer payment is received by the Share Registry by no later than 5.00pm (EST) on the Closing Date. You should be aware that your financial institution may implement earlier cut-off times with regard to electronic payment, and you should therefore take this into consideration when making payment.

8.11 Discretion regarding the Offer

The key dates, including details of the Offer Period, are set out in the "Important Dates" in Section 3 (which may be varied by the Company and SaleCo in consultation with the Lead Manager). The timetable is indicative only and may change. Unless otherwise stated, all times are stated in EST.

The Company and SaleCo may at any time decide to withdraw this Prospectus and the Offer in which case the Company will return all Application Monies (without interest) in accordance with the requirements of the Corporations Act.

The Company and SaleCo, in consultation with the Lead Manager, also reserve the right to close the Offer early, extend the Offer, accept late Applications either generally or in particular cases, reject any Application or allocate to any Applicant fewer Shares than the number applied for.

8.12 Purpose of the Offer

The purpose of the Offer is to:

(a) raise working capital to fund future projects, growth opportunities and to replenish funds forecast to be utilised in the repayment of short term borrowings and investment in property, plant and equipment in FY21F;
(b) increase the Company's profile and brand;
(c) facilitate the sale of Sale Shares by the Selling Shareholders;
(d) facilitate the listing of the Company on the ASX and to enable access to capital markets for future growth opportunities; and
(e) provide a liquid market for Shares and an opportunity for people to invest in Aerison.

8.13 Use of Funds

The Board believes that its current cash reserves and the funds raised from the Offer will provide the Company with sufficient working capital to achieve its objectives as stated in this Prospectus.

The Company intends to apply the funds raised from the Offer over the first two (2) years after Listing as follows:

Item	Minimum Subscription $12,500,000 ($)	Percentage of IPO Funds (%)	Maximum Subscription $13,500,000 ($)	Percentage of IPO Funds (%)
Funds Raised from the issue of New Shares	6,500,000	52.0%	7,500,000	55.6%
Funds raised from the sale of Sale Shares by SaleCo	6,000,000	48.0%	6,000,000	44.4%
Total Funds Available	**12,500,000**	**100%**	**13,500,000**	**100%**
Payment to Selling Shareholders	6,000,000	48.0%	6,000,000	44.4%
Expenses of the Offer[1]	1,631,000	13.0%	1,691,849	12.6%
Working Capital[2]	4,869,000	39.0%	5,808,151	43.0%
Total Funds Allocated	**12,500,000**	**100%**	**13,500,000**	**100%**

1. Refer to Section 14.10 for further details.
2. These expenses include wages, salaries and superannuation of employees and Directors, rent and outgoings, accounting fees, legal fees, ASX listing fees, auditing fees, insurance, share registry fees, travel expenses, professional consultants' fees, and compliance and regulatory costs associated with operating Aerison as an ASX listed company and all other items of a general administrative nature. These expenses also include funding for future projects and growth opportunities.

Funds raised from the issue of New Shares will be used to cover the expenses of the Offer and will then be allocated to working capital. Funds allocated to working capital facilitate the general operating activities of the Company (which includes expenses as listed in footnote 2 of the table above), as well as providing funding for future projects and growth opportunities of the Company.

Furthermore as disclosed in the Forecast Statements of Cash Flows in Section 11.8, the Company expects to repay from forecast FY21F operating cash flows short term borrowings of approximately $8,407,000 and to acquire property, plant and equipment of approximately $1,700,000 during FY21F. Funds raised under the Offer will also replenish the Company's working capital balance following these forecast transactions in FY21F.

In the event that the more than the Minimum Subscription is raised under the Offer, the additional funds raised will be applied towards the increased expenses of the Offer, and then used for working capital.

The Company already has sufficient cash reserves and debt facilities, to execute the contracts it has been awarded (refer to existing material client contracts summarised in Section 13.4 for further details). However is not uncommon for significant delays to occur in the performance of contracted work or receipt of payment for services rendered in the industry in which the Company operates. Such delay may be caused by numerous factors, resulting in the Company incurring unforeseen costs which may not be recoverable (refer to the risk factors detailed in Section 9). Funds raised under the Offer will help the Company to mitigate the effects of any such delay.

As stated above, funds raised from the Offer will be utilised to fund future projects and growth opportunities (refer Section 6.9 Growth Strategy) for the Company, providing it with the ability to deploy staff, engage additional personnel and acquire plant and equipment to enable it to undertake future contracted work. The costs to fund future projects and growth opportunities will be utilised from working capital. Funds raised from the Offer will be held as cash reserves and used as the Company secures new contracts. Growth opportunities may also include potential strategic acquisitions that provide complementary services to the Company's core capabilities and/or which may facilitate entry and penetration into new markets. Funds raised from the Offer may be utilised for investigation and due diligence activities related to potential acquisition opportunities if such opportunities arise. However, no immediate acquisition opportunity has been identified by the Company and consequently the Company has not yet identified any requirement for funds for the purposes of acquisition opportunities. Any decision to invest in a particular opportunity will be disclosed by the Company in accordance with its continuous disclosure obligations.

As at the date of this Prospectus, the Company is not able to provide a more detailed itemisation on the use of funds as the precise nature and amount of the required expenditure will not be known until new contracts are secured by the Company. The above table is a statement of current intentions as of the date of this Prospectus. As with any budget, results from the Company's business activities, market conditions intervening events, new circumstances and/or any number of other factors (including the risk factors outlined in Section 9), have the potential to significantly affect the actual use of funds. The Board reserves the right to alter the way funds are applied in the future. The Company may raise additional funds within two years after listing on the ASX to the extent required to fund its activities, or to acquire or invest in suitable additional businesses and assets in the industries in which the Company operates or in complementary industries, as determined by the Board. Accordingly, the Company may require additional capital, which will likely involve the use of additional debt or equity funding.

All the proceeds received by SaleCo for the sale of the Sale Shares (which is expected to be $6,000,000) will be paid to Selling Shareholders and will not be available for the purpose of Company activities. Refer to Section 8.14 for further details of the Selling Shareholders.

8.14 Shareholding Structure

The details of the ownership of Shares immediately prior to and immediately following Completion are as set out below. The table assumes that no Existing Shareholder or Convertible Note Holder, or any associate of either, subscribes for and is allotted additional Shares pursuant to the Offer.

Assuming Minimum Subscription:

Shareholder	Shares Held At Prospectus Date		Shares Sold by SaleCo	Shares Held At Completion	
	Number	%		Number	%
S2S Investment Holdings Pty Ltd as trustee for the S2S Investment Trust[1]	87,893,999	36.4%	10,000,000	77,893,999	26.0%
Araosc Financial Investments Pty Ltd as trustee for the Hibbs Family Trust[2]	87,893,999	36.4%	10,000,000	77,893,999	26.0%
Mr Qiudong Qiao	55,339,230	22.9%	10,000,000	45,339,230	15.1%
Other Existing Shareholders	10,232,154	4.3%	-	10,232,154	3.4%
Convertible Notes	-	-	-	26,140,620	8.7%
New Shareholders	-	-	-	62,500,000	20.8%
Total	**241,359,382**	**100%**	**30,000,000**	**300,000,002**	**100%**

1. Mr Giuseppe Leone is a beneficiary of, and has an indirect interest in, the 87,893,999 Shares held by S2S Investment Holdings Pty Ltd (of which Mr Leone is a director) as trustee for the S2S Investment Trust.
2. Mr Daniel Hibbs is a beneficiary of, and has an indirect interest in, the 87,893,999 Shares held by Araosc Financial Investments Pty Ltd (of which Mr Hibbs is the sole director and shareholder) as trustee for the Hibbs Family Trust.

Assuming Maximum Subscription:

Shareholder	Shares Held At Prospectus Date		Shares Held At Completion

	Number	%	Shares Sold by SaleCo	Number	%
S2S Investment Holdings Pty Ltd as trustee for the S2S Investment Trust[1]	87,893,999	36.4%	10,000,000	77,893,999	25.5%
Araosc Financial Investments Pty Ltd as trustee for the Hibbs Family Trust[2]	87,893,999	36.4%	10,000,000	77,893,999	25.5%
Mr Qiudong Qiao	55,339,230	22.9%	10,000,000	45,339,230	14.9%
Other Existing Shareholders	10,232,154	4.3%	-	10,232,154	3.4%
Convertible Notes	-	-	-	26,140,620	8.6%
New Shareholders	-	-	-	67,500,000	22.1%
Total	**241,359,382**	**100%**	**30,000,000**	**305,000,002**	**100%**

1. Mr Giuseppe Leone is a beneficiary of, and has an indirect interest in, the 87,893,999 Shares held by S2S Investment Holdings Pty Ltd (of which Mr Leone is a director) as trustee for the S2S Investment Trust.
2. Mr Daniel Hibbs is a beneficiary of, and has an indirect interest in, the 87,893,999 Shares held by Araosc Financial Investments Pty Ltd (of which Mr Hibbs is the sole director and shareholder) as trustee for the Hibbs Family Trust.

8.15 Pro Forma Capital Structure

A total of up to 67,500,000 Shares are available under the Offer, of which up to 37,500,000 New Shares will be issued by the Company and 30,000,000 Sale Shares will be sold by SaleCo. At Completion 6,000,000 Options will be issued to the Lead Manager under the Lead Manager mandate agreement, a summary of which is set out in Section 13.3, and 26,140,620 Shares will be issued to Convertible Note Holders who have elected to convert their Convertible Notes into Shares on or before Completion.

(a) Shares

The undiluted capital structure of the Company at completion of the Offer (assuming both Minimum Subscription and Maximum Subscription) is summarised below:

Shares	Minimum Subscription $12.5 million	% of shares (Undiluted)	Maximum Subscription $13.5 million	% of Shares (Undiluted)
Shares on issue at date of Prospectus	241,359,382	80.5%	241,359,382	79.1%
Shares to be issued under the Offer	32,500,000	10.8%	37,500,000	12.3%
Shares to be issued on Listing to Convertible Note Holders who have elected to convert into Shares[1]	26,140,620	8.7%	26,140,620	8.6%
Total Shares on issue at Completion (Undiluted)	**300,000,002**	**100%**	**305,000,002**	**100%**

1. Holders of 3,750,000 Convertible Notes have elected to convert their Convertible Notes into Shares. If Listing does not occur the face value of these Convertible Notes ($3,750,000) may be repaid on their maturity date of 30 June 2021 unless the Company and Convertible Note Holders have agreed otherwise. The remaining 150,000 Convertible Notes on issue at Completion will be repaid in cash at their maturity date of 30 June 2021.

The fully diluted capital structure of the Company at completion of the Offer (assuming both Minimum Subscription and Maximum Subscription) is summarised below:

Shares	Minimum Subscription $12.5 million	% of shares (Fully Diluted)	Maximum Subscription $13.5 million	% of Shares (Fully Diluted)
Shares on issue at date of Prospectus	241,359,382	74.6%	241,359,382	73.5%

Shares to be issued under the Offer	32,500,000	10.0%	37,500,000	11.4%
Shares to be issued on Listing to Convertible Note Holders who have elected to convert into Shares[1]	26,140,620	8.1%	26,140,620	8.0%
Total Performance Rights on issue at Completion	17,500,000	5.4%	17,500,000	5.3%
Total Options on Issue at Completion	6,000,000	1.9%	6,000,000	1.8%
Total Shares, Performance Rights, Options at Completion	**323,500,002**	**100%**	**328,500,002**	**100%**

1. Holders of 3,750,000 Convertible Notes have elected to convert their Convertible Notes into Shares. If Listing does not occur the face value of these Convertible Notes ($3,750,000) may be repaid on their maturity date of 30 June 2021 unless the Company and Convertible Note Holders have agreed otherwise. The remaining 150,000 Convertible Notes on issue at Completion will be repaid in cash at their maturity date of 30 June 2021.

The total number of Shares on issue at Completion will be the sum of the total number of New Shares issued under the Offer, the number of Sale Shares sold by the Selling Shareholders (via SaleCo) under the Offer, the number of Shares issued to Convertible Note Holders who have elected to convert their Convertible Notes into Shares on or before Completion and the number of Shares retained by the Existing Shareholders.

The Shares offered under this Prospectus will represent approximately 20.8% of the Shares on issue at Completion at Minimum Subscription and approximately 22.1% of the Shares on issue at Completion at Maximum Subscription. The remaining Shares will be held by the Existing Shareholders or the Convertible Note Holders who have elected to convert their Convertible Notes into Shares on or before Completion.

The Company's Pro Forma Statement of Financial Position following Completion, including details of the pro forma adjustments, is detailed in Section 11.

At Completion, the percentage of the Shares on issue that will be subject to voluntary escrow arrangements is detailed in Section 8.18. In the opinion of the Company, the free float of Shares at the time of Completion will not be less than 20% of the Shares on issue at that time.

(b) Options

Options	Minimum Subscription $12.5 million	% of shares (Fully Diluted)	Maximum Subscription $13.5 million	% of Shares (Fully Diluted)
Options on issue at date of Prospectus	-	-	-	-
Options offered under Prospectus	6,000,000	1.85%	6,000,000	1.83%
Total Options on issue at Completion	**6,000,000**	**1.85%**	**6,000,000**	**1.83%**

The 6,000,000 Options are exercisable at $0.30 on or before the date that is three (3) years after Listing and are to be issued to the Lead Manager at Completion pursuant to the Lead Manager mandate agreement summarised in Section 13.3.

Full terms and conditions of the Options are set out in Section 14.6(b).

No application will be made for official quotation of the Options by the ASX in accordance with the Listing Rules.

(c) Performance Rights

Performance Rights	Minimum Subscription $12.5 million	% of shares (Fully Diluted)	Maximum Subscription $13.5 million	% of Shares (Fully Diluted)
Performance Rights on issue at date of Prospectus	17,500,000	5.5%	17,500,000	5.4%
Performance Rights offered under Prospectus	-	-	-	-
Total Performance Rights on issue at Completion	**17,500,000**	**5.4%**	**17,500,000**	**5.3%**

Full terms and conditions of the Performance Rights are contained in Section 14.6(c).

The Performance Rights were provided to the spouses of Mr Leone and Mr Hibbs in return for the provision by each of them of personal guarantees in connection with the Company's EFIC Facility (a summary of which is set out in Section 13.5(d)). The issue of 17,500,000 Performance Rights was approved by Shareholders prior to their issue. The Company has applied to ASX for a waiver of ASX Listing Rule 1.1 Condition 12 to permit the exercise price of the Performance Rights to be less than $0.20.

No application will be made for official quotation of the Performance Rights by the ASX in accordance with the Listing Rules.

(d) Convertible Notes

Convertible Notes	Minimum Subscription $12.5 million	% of shares (Fully Diluted)	Maximum Subscription $13.5 million	% of Shares (Fully Diluted)
Convertible Notes on issue at date of Prospectus	3,900,000		3,900,000	
Convertible Notes offered under Prospectus	-		-	
Convertible Notes converted into Shares on or before Completion	26,140,620	8.1%	26,140,620	8.0%
Total Convertible Notes on issue at Completion	**150,000**		**150,000**	

Holders of 3,750,000 Convertible Notes have elected to convert their Convertible Notes into Shares on or before Completion. If Listing does not occur the face value of these Convertible Notes ($3,750,000) may be repaid on their maturity date unless the Company and Convertible Note Holders have agreed otherwise. The remaining 150,000 Convertible Notes in total on issue at Completion will be repaid in cash at their maturity date of 30 June 2021.

A summary of the terms and conditions of the Convertible Notes is contained in Section 14.6(d).

No application will be made for official quotation of the Convertible Notes by the ASX in accordance with the Listing Rules.

8.16 Substantial Shareholders

Set out in the table below are the Shareholders holding 5% or more of the Shares on issue both at the date of this Prospectus and at Completion on an undiluted basis (that is, assuming none of the Options on issue at the date of this Prospectus are exercised into, and none of the Performance Rights on issue at the date of this Prospectus are converted into, Shares). The table below assumes that:

- no existing substantial Shareholder or an associate subscribes for and is allotted additional Shares pursuant to the Offer;
- none of the Options have been exercised into Shares and none of the Performance Rights have been converted into Shares;
- none of the Convertible Notes have converted into Shares; and
- each substantial Shareholder successfully sells 10,000,000 Existing Shares under the Offer.

The undiluted capital structure of the Company at the date of this Prospectus is 241,359,382 Shares, and at Completion is 300,000,002 Shares assuming Minimum Subscription, and 305,000,002 Shares assuming Maximum Subscription.

Name of Shareholder	Shares held at date of Prospectus	% at date of Prospectus (Undiluted)	Shares sold via SaleCo	Shares held at Completion	% on Completion (Minimum Subscription) (Undiluted)	% on Completion (Maximum Subscription) (Undiluted)
S2S Investment Holdings Pty Ltd as trustee for the S2S Investment Trust[1]	87,893,999	36.4%	10,000,000	77,893,999	26.0%	25.5%
Araosc Financial Investments Pty Ltd as trustee for the Hibbs Family Trust[2]	87,893,999	36.4%	10,000,000	77,893,999	26.0%	25.5%
Mr Qiudong Qiao	55,339,230	22.9%	10,000,000	45,339,230	15.1%	14.9%

1. Mr Giuseppe Leone is a beneficiary of, and has an indirect interest in, the 87,893,999 Shares held by S2S Investment Holdings Pty Ltd (of which Mr Leone is a director) as trustee for the S2S Investment Trust.
2. Mr Daniel Hibbs is a beneficiary of, and has an indirect interest in, the 87,893,999 Shares held by Araosc Financial Investments Pty Ltd (of which Mr Hibbs is the sole director and shareholder) as trustee for the Hibbs Family Trust.

Set out in the table below are the Shareholders holding 5% or more of the Shares on issue both at the date of this Prospectus and at Completion on a fully diluted basis (that is, assuming the exercise of all of the Options on issue at the date of this Prospectus, and conversion of all of the Performance Rights on issue at the date of this Prospectus, into Shares). The table below assumes that:

- no existing substantial Shareholder or an associate subscribes for and is allotted additional Shares pursuant to the Offer;
- all of the Options have been exercised into Shares and all of the Performance Rights have been converted into Shares;
- 3,750,000 Convertible Notes (out of a total of 3,900,000) have converted into Shares in accordance with the rights of Convertible Note Holders who have elected to convert their Convertible Notes into Shares on or before Completion; and
- each substantial Shareholder successfully sells 10,000,000 Existing Shares under the Offer.

The fully diluted capital structure of the Company at the date of this Prospectus is 241,359,382 Shares and at Completion is 323,500,002 Shares assuming Minimum Subscription and is 328,500,002 Shares assuming Maximum Subscription.

Name of Shareholder	Shares held at date of Prospectus	% at date of Prospectus (Fully Diluted)	Shares sold via SaleCo	Shares held at Completion	% on Completion (Minimum Subscription) (Fully Diluted)	% on Completion (Maximum Subscription) (Fully Diluted)
S2S Investment Holdings Pty Ltd as trustee for the S2S Investment Trust[1,3]	96,643,999	37.3%	10,000,000	86,643,999	26.8%	26.4%
Araosc Financial Investments Pty Ltd as trustee for the Hibbs Family Trust[2,3]	96,643,999	37.3%	10,000,000	86,643,999	26.8%	26.4%
Mr Qiudong Qiao	55,339,230	21.4%	10,000,000	45,339,230	14.0%	13.8%

1. Giuseppe Leone is a beneficiary of, and has an indirect interest in, the 87,893,999 Shares held by S2S Investment Holdings Pty Ltd (of which Mr Leone is a director) as trustee for the S2S Investment Trust.
2. Mr Daniel Hibbs is a beneficiary of, and has an indirect interest in, the 87,893,999 Shares held by Araosc Financial Investments Pty Ltd (of which Mr Hibbs is the sole director and shareholder) as trustee for the Hibbs Family Trust.
3. Assumes that each substantial Shareholder sells 10,000,000 Existing Shares each via SaleCo and that 8,750,000 Performance Rights to each of Mr Leone's spouse and Mr Hibbs' spouse are converted into Shares.

The Company will announce to the ASX details of its top 20 Shareholders after Completion and prior to the Shares commencing trading on the ASX.

8.17 Control Implications of the Offer

The Directors do not expect any Shareholder will:

(a) control (as defined by section 50AA of the Corporations Act) the Company on Completion; or
(b) acquire a Relevant Interest in the issued voting shares of the Company which will result in their voting power in the Company increasing:
  (i) from 20% or below to more than 20%; or
  (ii) from a starting point that is above 20% and below 90%,

  on Completion.

At Completion approximately 67.0% of total Shares assuming Minimum Subscription or approximately 65.9% of total Shares assuming Maximum Subscription, will be subject to the voluntary escrow arrangements detailed in Section 8.18.

8.18 Voluntary Escrow Arrangements

The Selling Shareholders are subject to voluntary escrow arrangements in respect of their Shareholding following Completion. All of the Shares held by the Selling Shareholders (being Mr Giuseppe Leone, Mr Daniel Hibbs and Mr Qiudong Qiao or entities associated with them) immediately following Completion will be subject to voluntary escrow for 12 months from Listing.

At Completion, the 201,127,228 Escrowed Shares will represent 67.0% at Minimum Subscription, and 65.9% at Maximum Subscription, of the Shares on issue at completion of the Offer.

During the Escrow Period, Selling Shareholders whose Shares remain subject to escrow may dispose of any of their escrowed Shares to the extent the disposal is required by applicable law (including an order of a court of competent jurisdiction) or if the disposal constitutes a disposal of, but not the creation of a security interest in, some or all of the Shares provided that the transfer does not involve a change in the beneficial ownership of the Shares and the transferee and each controller of the transferee also enter into an escrow arrangement with the Company in respect of those Shares transferred on the same terms for the remainder of the Escrow Period.

The Selling Shareholders may be released early from these escrow obligations to enable the Existing Shareholder to accept an offer under a takeover bid in relation to its Escrowed Shares provided the following conditions are met:

(a) the offers are either for all of the ordinary securities on issue in the capital of the Company or if the offers are for a specified proportion of the ordinary securities on issue in the capital of the Company, the shareholders of the Company pass a resolution to approve the proportional takeover bid in accordance with the Constitution; and the holders of at least half of the bid class securities that are not subject to escrow have accepted into the bid provided always that the Selling Shareholder agrees that the escrow obligations will continue to apply to each Escrowed Share that is not bought by the bidder under the takeover bid or the takeover; and
(b) in the case of an off-market bid where the holders of at least half of the bid class securities that are not subject to escrow have accepted into the bid and if the offer is conditional, the Selling Shareholder agrees that the escrow obligations will continue to apply to each Escrowed Share that is not bought by the bidder under the off-market bid or if the takeover bid does not become unconditional.

The Selling Shareholders may be released early from these escrow obligations to enable the Selling Shareholder to the extent necessary to allow a security interest to be created over the Escrowed Shares provided that the transfer does not involve a change in the beneficial ownership of the Shares and the person taking the benefit of the security interest and each controller of the that person also enter into an escrow arrangement with the Company in respect of those Escrowed Shares the subject of the security Interest on the same terms for the remainder of the Escrow Period.

The escrow deed does not restrict voting rights attached to the Escrowed Shares.

Set out in the table below are the Selling Shareholders, the number of Escrowed Shares held and the percentage holding the Escrowed Shares will represent of the Shares on issue at completion of the Offer on an undiluted basis.

Name of Shareholder	Number of Shares held at Completion[1]	Number of Shares held on Escrow for 12 months	% of Total Shares at Minimum Subscription (Undiluted)	% of Total Shares at Maximum Subscription (Undiluted)
S2S Investment Holdings Pty Ltd as trustee for the S2S Investment Trust	77,893,999	77,893,999	25.96%	25.54%
Araosc Financial Investments Pty Ltd as trustee for the Hibbs Family Trust	77,893,999	77,893,999	25.96%	25.54%
Mr Qiudong Qiao	45,339,230	45,339,230	15.11%	14.87%
Total	**201,127,228**	**201,127,228**	**67.04%**	**65.94%**

1. Assumes that each Shareholder successfully sells 10,000,000 Existing Shares each under the Offer at Completion.

8.19 ASX Listing

The Company has applied to the ASX for admission to the Official List and for official quotation of the Shares, including Shares offered under this Prospectus (apart from any Shares that may be designated by ASX as restricted securities). If the ASX does not grant permission for Quotation within three (3) months after the date of this Prospectus, or such longer period as is varied by ASIC, the Company will not issue and SaleCo will not transfer any Shares offered under this Prospectus and will repay (without interest) all Application Monies received as soon as practicable thereafter, or within the time prescribed under the Corporations Act. The ASX takes no responsibility for the contents of this Prospectus. The fact that the ASX may grant Quotation is not to be taken in any way as an indication of the merits of the Company or the Shares offered under this Prospectus.

8.20 Applicants Outside Australia - Restrictions on Distribution

This Prospectus and the Offer do not, and are not intended to constitute, an offer or invitation in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or invitation, or to issue this Prospectus. No action has been taken by the Company or Sale Co to register or qualify the Shares that are the subject of this Prospectus or the Offer, or otherwise to permit a public offering of the Shares the subject of this Prospectus, in any place or jurisdiction outside Australia.

The distribution of this Prospectus (including in electronic form) in jurisdictions outside Australia may be restricted by law and persons who come into possession of this Prospectus outside Australia should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws. If you are outside Australia it is your responsibility to obtain all necessary approvals for the issue or transfer of the Shares offered under this Prospectus, and you should consult your professional advisers as to whether any governmental or other consents are required or whether any other formalities need to be considered and followed.

The return of a completed Application Form will be taken by the Company and SaleCo to constitute a representation and warranty by you that all relevant approvals or consents have been obtained.

This Prospectus (including in electronic form) may not be released or distributed in the United States or elsewhere outside Australia, unless it has attached to it the selling restrictions applicable in the place or jurisdiction outside Australia and may only be distributed to persons to whom the Offer may lawfully be made in accordance with the laws of any applicable place or jurisdiction. The Shares have not been, and will not be, registered under the US Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold, directly or indirectly, in the United States.

Each Applicant will be taken to have represented, warranted and agreed as follows:

(a) it understands that the Shares have not been, and will not be, registered under the US Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered, sold or resold in the United States except in transactions exempt from, or not subject to, the registration requirements of the US Securities Act and any other applicable US securities laws;

(b) it is not in the United States;

(c) it has not sent and will not send the Prospectus or any other material relating to the offer to any person in the United States; and

(d) it will not offer or sell the Shares in the United States or in any other jurisdiction outside

Australia except in transactions exempt from, or not subject to, the registration requirements of the US Securities Act and in compliance with all applicable laws in the jurisdiction which Shares are offered and sold.

8.21 Commissions Payable

No brokerage, commission or duty is payable by Applicants on an acquisition of Shares under the Offer. See Section 13.3 for details of various fees payable by the Company to the Lead Manager and by the Lead Manager to certain brokers.

8.22 Risk Factors

This Prospectus should be read in its entirety.

You should be aware that subscribing for Shares the subject of this Prospectus involves a number of risks. The key risks are set out in Part D of the Investment Overview in Section 5 and other risk factors are set out in Section 9. Potential investors are urged to consider those risks carefully, and if necessary consult their professional advisers before deciding whether to invest in the Company. The risk factors set out in Part D of the Investment Overview in Section 5 and Section 9, and other general risks applicable to all investments in listed securities not specifically referred to, may in the future affect the value of the Shares. Accordingly, an investment in the Company should be considered highly speculative and involves a number of risks inherent in the business activities of the Company.

8.23 Taxation

The acquisition and disposal of Shares will have tax consequences which will differ depending upon the individual financial affairs of each investor. You are urged to obtain independent financial advice about the consequences of acquiring Shares from a taxation viewpoint and generally.

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

8.24 Paper Copies of Prospectus

The Company will provide paper copies of this Prospectus (including any supplementary or replacement document) and the applicable Application Form to investors upon request and free of charge. Requests for a paper copy from Australian resident investors should be directed to the Offer Information Line on 1800 628 703 (within Australia) or +61 1800 628 703 (outside Australia) for further details.

8.25 Queries

This Prospectus provides information to assist potential investors to decide if they wish to invest in the Company and should be read in its entirety. If you have any questions about investing in the Company after reading this Prospectus, please contact your sharebroker, financial planner, accountant, lawyer or independent financial adviser. Enquiries from Australian resident investors relating to this Prospectus, or requests for additional copies of this Prospectus, should be directed to the Offer Information Line on 1800 628 703 (within Australia) or +61 1800 628 703 (outside Australia).

09 RISK FACTORS

Aerison designed and manufactured 22kV Switchroom- Lithium process facility, Western Australia.

9. RISK FACTORS

9.1 Introduction

Subscribing for Shares involves a number of risks. Prospective investors in the Company should consider the risk factors described below, together with information contained elsewhere in this Prospectus, before deciding whether to apply for the Shares offered under this Prospectus.

You should consider that an investment in the Company is highly speculative. You should consult your professional advisers before deciding whether to apply for Shares offered under this Prospectus.

The risk factors set out below and others not specifically referred to below must not to be taken as exhaustive of the risks faced by the Company or by investors in the Company.

These risk factors may materially affect the financial performance of the Company and the value of the Shares offered under this Prospectus. Accordingly the Shares offered under this Prospectus carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Shares. Some risks can be mitigated by the use of appropriate safeguards and appropriate systems and controls by the Company, however some are unpredictable and outside the control of the Company and the extent to which they can be mitigated or managed is very limited or not possible.

None of the Directors, directors of SaleCo or any person associated with the Company or SaleCo guarantee the Company's performance, the performance of the Shares the subject of the Offer or the market price at which the Shares will trade.

Key Risks Specific to the Company

The key risks which the Directors consider are associated with an investment in the Company are:

9.2 Key Contract Risk

The majority of the Company's revenue is derived from a number of substantial contracts with clients, including those summarised in Section 13.4. There is a risk that any one or more of those contracts may be terminated, delayed or incur unforeseen costs which may not be recoverable. The cost and availability of plant, equipment and construction materials in respect of any one or more of those contracts may negatively impact the Company's profitability. Any variation to scope and timing of works, delay or termination of the Company's material contracts may materially impact on the Company's financial position.

The Company may also become subject to warranty claims, claims for defects or other claims which may expose it to re-performance of its contractual obligations or additional costs, which would negatively impact the Company's financial position.

9.3 Contracting Risk

A significant portion of the Company's business is through large, long term contracts and some of which are subject to fixed pricing arrangements. Such contracts often include liability periods for work performed by the Company, an obligation on the Company to pay liquidated damages for late delivery/performance and extensive indemnities by the Company.

Under most of the Company's contracts the client has the power to unilaterally suspend or terminate the contract by giving written notice. The suspension or early termination of contracts may result in the Company incurring additional costs or being unable to realise the full value of the contract, which is likely to adversely affect the growth prospects, operating results and financial performance of the Company.

The Company is also subject to pricing risk in respect of its current and future contracts. If the initial estimate of costs undertaken by the Company in tendering for projects is understated or if the Company's costs increase by a margin greater than that accounted for in the pricing of the contracts, then this may adversely affect the Company's financial performance and/or financial position.

9.4 Counterparty Risk

The delay or failure of the Company's clients or other parties to agreements to which the Company is a party to pay any debts or other obligations they have to the Company when due and payable, whether as a result of insolvency or for other reasons, may have a material adverse impact on the Company's future financial performance, cash flows and financial position. The Company maintains provisions for bad and doubtful debts where appropriate, the adequacy of which is regularly reviewed. In the event that these provisions are inadequate there may be an adverse impact on the Company's future financial performance and position.

9.5 Time and Cost Overruns

Any failure by the Company to properly assess and manage project risks, or a failure to promptly monitor costs, may result in cost overruns which may cause a project to be less profitable than expected or even result in the Company making a loss on that particular project. Such circumstances may also expose the Company to payment disputes with its clients. In making an estimate of the time commitment and costings of a particular project the Company needs to take into account factors that impact on time and cost including productivity rates, weather, availability and cost of raw materials, equipment and labour. If such assessments are incorrect or inadequate and the Company is unable to recover consequential cost increases this may have an adverse impact on the Company's future financial performance and position. The Company has implemented robust project performance reporting processes and procedures which, amongst other things, require a monthly assessment of project performance to date as well as forecast performance on each project to ensure prompt action is taken to avoid substantial cost overruns.

9.6 Safety Risks

The Company's operations involve risks to both personnel and property, and there is a risk that industrial accidents may occur in the course of the Company's activities, which could give rise to liability for the Company, including under occupational health and safety laws and under general law. The Company has a strong commitment to safety however there can be no guarantees that such an accident will not occur. In the event of a serious accident, for example resulting in a fatality or significant damage to property, substantial claims may be brought against the client and/or the Company or the client may terminate their contractual arrangement with the Company. Such an accident could impact upon the Company's reputation, growth prospects and financial performance.

9.7 Growth

There is a risk that the Company may be unable to manage its future growth successfully. There is also no guarantee the Company will be successful in maintaining or growing the volume of its projects and its project pipeline going forward. Growth may also be negatively impacted beyond the Company's control, including a decline in investment in the natural resources, infrastructure and utilities sectors both locally or globally.

9.8 Competition

The Company operates in highly competitive markets in which a number of companies compete. Competition in these markets is expected to continue and may increase, challenging the Company's ability to maintain growth rates and acceptable margins. If the Company is unable to meet these competitive challenges, it may lose market share to its competitors which may have a material impact on its financial position and future earnings.

9.9 Reliance on Key Personnel

The Company's management and key personnel are responsible for overseeing the day to day operations of the Company. The Company is aware of the need to have sufficient management to properly supervise the Company's business and operations. The Board will continually monitor the management requirements in the Company and look to employ or engage additional personnel when and where appropriate to ensure proper management of the Company, however there is a risk that the Company may not be able to secure personnel with the relevant experience at the appropriate time which may impact on the Company's existing operations and/or its future growth prospects, which may adversely affect the financial performance and financial position of the Company. Furthermore, you should be aware that no assurance can be given that there will be no adverse effect on the Company if one or more of its existing Directors or management personnel cease their employment or engagement with the Company.

9.10 COVID-19 Risk

As at the date of this Prospectus there is significant global economic uncertainty due to the current COVID-19 pandemic, which has been having and will likely continue to have, a significant impact on global economic activity, capital markets, commodity prices and foreign exchange rates.

To date the COVID-19 pandemic has not had any material impact on the Company's operations, however the temporary closure of, or limited access to, sites on which the Company operates in response to Federal or State government directives or client policies may adversely impact the Company's revenue and profitability while those measures remain in place.

Supply chain disruptions resulting from the COVID-19 pandemic and measures implemented by governmental authorities to limit the transmission of the virus may adversely impact the Company's operations, financial position and prospects. The Company has implemented a COVID-19 management plan that it believes will mitigate this risk.

9.11 Additional Requirements for Capital

The Company's capital requirements depend on numerous factors. Depending on the Company's ability to generate income from its operations, the Company may require further financing in addition to amounts raised under the Offer. Any additional equity financing will dilute existing shareholdings, and debt financing (if available) may involve restrictions on future financing and operating activities. If the Company is unable to obtain additional financing as needed or unable to obtain it on acceptable terms (whether or not due to the Company's circumstances or economic and share market conditions or both), it may be required to reduce the scope of its operations and there may be an effect on the Company's growth strategy. This could have a material adverse effect on the Company's activities and the value of the Shares.

9.12 Debt Finance Risks

Aerison uses bank debt to partially fund its business operations. The Company is subject to various financial and non-financial covenants under those facilities which could impact on the Company's operations. If the Company's financial performance deteriorates, it may be unable to meet the covenants under the existing debt facilities. This may require Aerison to seek amendments, waivers or alternative borrowing arrangements, to reduce debt or to raise additional equity.

If a breach of covenant under any of the Company's debt facilities were to occur, there can be no assurance that the financier would consent to an amendment or waiver, or that the financier would not exercise its enforcement rights, including cancelling the facilities, requiring immediate repayment or enforcing their security. If a financier enforces its security over the relevant assets of the Company and forces a sale of the secured property, there is a risk that the value received may be less than the amount of the secured obligations and may be less than the optimal sale price. If Aerison is unable to repay or refinance the facilities upon maturity including the EFIC Facility which has expired and which the Company is in negotiations to extend, or in the event of a breach of covenant, it may have to seek further equity, dispose of assets or enter into new debt facilities on less favourable terms. These factors could materially adversely affect the Company's ability to operate its business and the financial performance of Aerison, and could result in lenders being unwilling to extend additional finance or in them raising future borrowing costs.

In the future the Company may also need to access additional debt financing to grow its operations. If the Company is unable to refinance, repay or renew its debt facilities or otherwise obtain debt finance on favourable terms, it may not meet its growth targets, which may adversely impact its financial performance and dividends.

Aerison's ability to extend the debt facilities or to borrow money for refinancing, capital expenditure or acquisitions will depend on a range of factors including general economic conditions, debt and equity market conditions, as well as its financial position, financial performance and reputation. Changes to any of these factors may impact the cost or availability of funding, and accordingly the Company's financial performance and position and dividends. There can be no assurances that future financing will be available on terms acceptable to Aerison, or at all.

Persons holding 3,750,000 Convertible Notes with a total face value of $3,750,000 have elected to convert their Convertible Notes into Shares on or before Completion. If Listing does not occur, this face value may be repaid on their maturity date of 30 June 2021 unless the Company and Convertible Note Holders have agreed otherwise.

9.13 Liquidity Risk

There will be 201,127,228 Shares at completion of the Offer that will be subject to voluntary escrow for a period of 12 months from Listing. The Escrowed Shares represent a significant number of the 241,359,382 Shares on issue prior to the completion of the Offer. At the date of this Prospectus on an undiluted basis the Escrowed Shares constitute 80.5% of the total Shares on issue at Minimum Subscription and 79.1% at Maximum Subscription. At Completion, the Escrowed Shares on an undiluted basis will represent 67.0% of the total Shares on issue at Minimum Subscription, and 65.9% at Maximum Subscription.

This may cause a liquidity risk for the Shares given a large percentage of the Shares may not be traded for up to 12 months. Furthermore, there is no guarantee that there will be an ongoing liquid market for Shares. If illiquidity arises, there is a real risk that Shareholders will be unable to realise their investment in the Company. Further details of the Securities on issue are contained in the pro forma capital structure in Section 8.15 and further details of the voluntary escrow arrangements are detailed in Section 6.18.

9.14 Remote Locations

Many of the Company's projects are in remote locations, which may present logistical difficulties for plant, equipment and materials, as well as skilled personnel and general labour. Some locations may involve inherent risk.

9.15 Operating Risks

The current and future operations of the Company may be affected by various factors which can limit or prevent such activities. Such factors may include failure to equipment and information technology system failures, unanticipated and/or undetected quality problems or departures from specifications, costs arising from unforeseen claims and events not covered by insurance, defects as a result of faulty design, construction or improperly carried out maintenance service, plant and equipment constraints, the failure of external suppliers and/or subcontractors, project delays, scheduled maintenance shutdowns and/or potential disruptions to operations resulting from industrial accidents, industrial disputes or natural disasters. Whilst the Company endeavours to take appropriate action to mitigate these operational risks and, in some circumstances, insure against them, the Company cannot control the risks its clients are exposed to nor can it completely remove all possible risks relating to its own business. A disruption to the operations of the Company or its clients may have an adverse impact on the financial performance and/or financial position of the Company.

9.16 Insurance Risks

The Company's business involves hazards and risks that could result in it incurring losses or liabilities that could arise from its operations. If the Company incurs losses or liabilities which are not covered by its insurance policies, the funds available for the Company's business operations and growth will be reduced and the value and/or title to the Company's assets may be at risk.

The Company intends to insure its operations in accordance with industry practice. However in certain circumstances the Company's insurance may not be of a nature or level to provide adequate insurance cover. The occurrence of an event that is not covered or fully covered by insurance could have a material adverse effect on the business, financial condition and results of the Company.

Insurance against all risks associated with the Company's business is not always available and, where available, the costs can be prohibitive or not adequate to cover all claims.

9.17 Ability to Win New Projects

The Company's performance is influenced by its ability to win new contracts and complete projects in a timely manner. The failure of the Company to win new projects could adversely impact its growth prospects, operational results and financial performance.

9.18 Cyclical Nature of the Business

The Company's clients are involved in the oil and gas, mining and minerals processing industries. While conditions in these sectors are generally positive at present, the level of activity and profitability is cyclical and sensitive to a number of factors outside of the Company's control, such as movements in commodity prices. The Company is not able to predict the timing, extent or duration of these activity cycles which may affect the financial performance and/or financial position of the Company.

9.19 Contractual Disputes and Litigation

The Company has no current involvement in any material contractual disputes or litigation matters with third parties including but not limited to clients, business partners or employees. However, there is a risk that the Company may in the future have disputes with its clients or other third parties (including payment disputes) and that this may have an adverse impact on the Company's growth prospects, operating results and financial performance.

9.20 Loss of Reputation

The Company has developed a reputation in the name "Aerison", which it uses in the services provided by it. There is a risk that any event by which the Company suffers a loss of reputation in one component of its business may adversely affect the other components of the Company's business by virtue of the common use of the name Aerison.

9.21 Professional Negligence and Insurance

Claims of professional negligence may be made against the Company. The Company maintains significant professional indemnity insurance to cover liabilities in the event of a claim of negligence. In the event of a successful claim for professional negligence being made against the Company, this may impact upon the Company by:

i. adversely affecting the reputation of Aerison;
ii. the payment of excesses incurred in defending claims;
iii. the payment of any amount of liability that exceeds available insurance coverage; and
iv. increasing future insurance premiums.

The Company may be unable to obtain appropriate professional indemnity cover for all work, particularly given the state of the international insurance industry.

9.22 Intellectual Property

The Company's ability to leverage its innovation and expertise depends upon its ability to protect intellectual property and any improvements to it. Such intellectual property may not be capable of being legally protected, it may be the subject of unauthorised disclosure or unlawfully infringed, the Company may incur substantial costs in asserting or defending its intellectual property rights.

9.23 Third Party Risks

The operations of the Company require the involvement of a number of third parties, including suppliers, contractors and clients. Financial failure, default or contractual non-compliance on the part of such third parties may have a material impact on the Company's operations and performance. it is not possible for the Company to predict or protect the Company against all such risks.

General Risks

The general risks which the Directors consider are associated with an investment in the Company are:

9.24 General Economic Conditions

Changes in the general economic climate in which Company operates may adversely affect the financial performance of Company. Factors that may contribute to that general economic climate include the level of direct and indirect competition against the Company, include, but not are but not limited to:

(a) general economic conditions;
(b) changes in/introduction of Government policies, taxation and other laws;
(c) the strength of the equity and share markets in Australia and throughout the world;
(d) movement in, or outlook on, exchange rates, interest rates and inflation rates;
(e) industrial disputes in Australia and overseas;
(f) changes in investor sentiment toward particular market sectors;
(g) increases in expenses (including the cost of goods and services used by the Company);
(h) financial failure or default by an entity with which the Company may become involved in a contractual relationship; and
(i) natural disasters, social upheaval or war.

9.25 Share Market Conditions

Share market conditions may affect the value of the Company's quoted securities regardless of the Company's operating performance. Share market conditions are affected by many factors such as:

(a) general economic outlook;
(b) the introduction of tax reform or other new legislation (such as royalties);
(c) interest rates and inflation rates;
(d) currency fluctuations;
(e) changes in investor sentiment toward particular market sectors in Australia and/or overseas (such as the exploration industry or iron ore, copper, nickel and/or platinum group elements sector within that industry);
(f) the demand for, and supply of, capital; and
(g) terrorism or other hostilities.

The market price of the Shares can fall as well as rise and may be subject to varied and unpredictable influences on the market for equities in general and mining services industry stocks in particular, which influences are beyond the Company's control and which are unrelated to the Company's performance. Neither the Company nor the Directors warrant the future performance of the Company or the Shares and subsequently any return on an investment in the Company. Shareholders who decide to sell their Shares after the Company is admitted to the Official List may not receive the entire amount of their original investment.

9.26 Volatility in Global Credit and Investment Markets

Global credit, commodity and investment markets have recently experienced a high degree of uncertainty and volatility. The factors which have led to this situation have been outside the control of the Company and may continue for some time resulting in continued volatility and uncertainty in world stock markets (including the ASX). This may impact the price at which the Shares trade regardless of operating performance and affect the Company's ability to raise additional equity and/or debt to achieve its objectives, if required.

9.27 Government and Legal Risk

The introduction of new legislation or amendments to existing legislation by governments (including introduction of tax reform), developments in existing common law or the respective interpretation of the legal requirements in any of the legal jurisdictions which govern the Company's operations or contractual obligations, could impact adversely on the assets, operations and ultimately the financial performance of the Company and the Shares. The same adverse impact is possible by the introduction of new government policy or amendments to existing government policy.

9.28 Unforeseen Expenditure Risk

Expenditure may need to be incurred that has not been considered in this Prospectus. Although the Company is not aware of any such additional expenditure requirements, if such expenditure is subsequently incurred this may adversely affect the expenditure proposals and activities of the Company, as the Company may be required to reduce the scope of its operations. This could have a material adverse effect on the Company's activities and the value of the Shares.

9.29 Accounting Standards

Changes to any applicable accounting standards or to any assumptions, estimates or judgments applied by management in connection with complex accounting matters may adversely impact the Company's financial statements, results or condition.

9.30 Taxation Risk

The acquisition and disposal of Shares will have tax consequences which will differ for each investor depending on their individual financial circumstances. All potential investors in the Company are urged to obtain independent financial advice regarding the tax and other consequences of acquiring Shares. To the maximum extent permitted by law, the Company and its officers, SaleCo and its officers and each of their respective advisers accept no liability or responsibility with respect to any tax consequences of applying for or being allotted, Shares offered under this Prospectus.

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10 BOARD, MANAGEMENT & CORPORATE GOVERNANCE

10. BOARD, MANAGEMENT AND CORPORATE GOVERNANCE

10.1 Directors and Key Personnel

The Directors bring to the Board relevant experience and skills, including sector and business knowledge, financial management and corporate governance experience. Profiles of each member of the Board are set out in the table below.

Peter Iancov, Giuseppe Leone, Bronwyn Barnes, Daniel Hibbs, Michael Fennell

Experience and background
Giuseppe Leone *Managing Director and Chief Executive Officer* Mr Leone was appointed to the Board on 9 September 2016. Mr Leone has a CFO and investment banking background with 25 years of executive experience with multinational London Stock Exchange listed, ASX listed and private companies in the technology, resources, oil and gas, chemicals and power sectors, across Australia, South East Asia and the Pacific Rim. He was previously non-executive director of Definitiv Group, CFO of Tempo Australia Ltd (ASX: TPP) and CFO of Cape PLC (Far East and Pacific Rim). Mr Leone has been responsible for executing the strategic plan of the Company, since acquiring Aerison in November 2016 the Company has grown from $30 million to $100.5 million in revenues, entered new markets and secured $43.0 million in debt funding lines as well as raising $9.3 million in equity/debt instruments.
Daniel Haydn Hibbs *Executive Director and Chief Operating Officer* Mr Hibbs was appointed to the Board on 24 May 2017. Mr Hibbs has more than 25 years of operational experience in the Australian natural resources sector, with specific oil and gas and minerals expertise, having worked for Leighton Contractors, John Holland and McFee Construction. He also has significant exposure to projects in the Pilbara mining region of Western Australia. Mr Hibbs' previous roles include COO of Tempo Australia Ltd (ASX:TPP) and a number of operational roles with McFee Construction. Since acquiring Aerison in November 2016, Daniel has been responsible for business turnaround improvements, building a strong tendering pipeline with strategic development, operational delivery, building strong teams, sound processes and delivering sustainable growth both safely and profitably.

Experience and background

Bronwyn Lesley Barnes
Non-Executive Chairman

Ms Barnes was appointed to the Board on 1 April 2021. Ms Barnes was also appointed to the board of subsidiary Aerison Holdings Pty Ltd on 1 November 2020.

Ms Barnes has had an extensive career in the resources sector, having worked with companies ranging from Western Mining Corporation, FMG and BHP to emerging juniors in directorship, executive leadership, and operational roles in Australia and internationally.

Ms Barnes is currently Non-Executive Chair of Indiana Resources, (ASX: IDA), Non-Executive Director of Synergy (Electricity Generation and Retail Corporation), a Non-Executive Director of Scorpion Minerals Pty Ltd (ASX: SCN) and an Independent Director of Perth Racing.

Ms Barnes does not expect that her roles with other companies or other business activities will interfere with her ability to act as Non-Executive Chairman.

Michael John Fennell
Non-Executive Director

Mr Fennell was appointed to the Board on 7 June 2019.

Mr Fennell has been in the finance & stockbroking industry since 2008 and holds a Bachelor of Commerce in Accounting & Finance from the University of Notre Dame Australia. Specialising as a Private Client Investment Adviser, Mr Fennell works primarily with high net worth individuals and Institutional clients.

Mr Fennell previously held a position at a Merchant bank providing capital raising, M&A and financial advisory services to a number of ASX listed firms, as well as positions as non-executive director of Mount Magnet South NL and General Manager of an ASX listed company.

Mr Fennell does not expect that his roles with other companies or other business activities will interfere with his ability to act as Non-Executive Director.

Peter Predrag Iancov
Non-Executive Director

Mr Iancov was appointed to the Board on 15 April 2021.

Mr Iancov is a professional engineer with extensive executive experience in leading major businesses and projects operating in the project management, construction, maintenance and operation of gas and electricity infrastructure assets and major facilities. Prior to becoming managing director of Zinfra in March 2019, Mr Iancov was Group Chief Executive of a major Western Australian contractor; and general manager of WestNet Energy, Alinta Asset Management West (an asset management and sustainment business).

He also has extensive board experience in defence, utilities, ports, oil & gas contracting and Indigenous corporations. Mr Iancov has a Master of Engineering (Electrical and Mechanical) and a Post Graduate in Robotics and Automation. He is a Fellow Member of Engineers of Australia.

Mr Iancov does not expect that his roles with other companies or other business activities will interfere with his ability to act as Non-Executive Director.

10.2 Other Key Management Personnel

Management Personnel	Experience and background
Allen John Bell *Chief Financial Officer and Joint Company Secretary* 	Mr Bell is a broadly skilled and highly capable financial and commercial professional with a Master of Finance and is a Chartered Accountant, having operated within multi-disciplined commercial business operations. He has over 20 years' experience in construction and maintenance across the mining and resources, transportation, utilities, civil infrastructure and facilities market sectors. Mr Bell has considerable experience attained managing strategic and business planning, operations management, financial risk management, investment management, due diligence, financial modelling and reporting, commercial management, as well as the internal and external accounting functions.
Katherine Laura Jane Garvey *Joint Company Secretary* 	Ms Garvey is an experienced corporate lawyer and company secretary with significant experience in the resources sector. She advises companies on a variety of corporate and commercial matters including capital raisings, finance, acquisitions and disposals, Corporations Act and ASX Listing Rule compliance, corporate governance and company secretarial issues and has extensive experience drafting and negotiating various corporate and commercial agreements. Katherine is presently legal counsel and company secretary to ASX listed uranium exploration and development company Toro Energy Limited (ASX:TOE), a senior associate at Cardinals Lawyers and Consultants, a West Perth based corporate and resources law firm and company secretary to the Health Insurance Fund of Australia Limited. Katherine is also legal counsel (Australia) to TSX listed Mega Uranium Limited (TSX:MGA) and company secretary to ASX listed oil and gas exploration company Brookside Energy Limited (ASX:BRK) and to TSX-V listed gold and iron ore explorer Central Iron Ore Ltd (TSX-V:CIO).

10.3 Director Disclosures

No Director has been the subject of any disciplinary action, criminal conviction, personal bankruptcy or disqualification in Australia or elsewhere in the last ten years which is relevant or material to the performance of their duties as a Director or which is relevant to an investor's decision as to whether to subscribe for Shares.

No Director has been an officer of a company that has entered into any form of external administration as a result of insolvency during the time that they were an officer or within a 12 month period after they ceased to be an officer.

10.4 Disclosure of Directors' Interests

Directors are not required under the Constitution to hold any Securities. As at the date of this Prospectus and as at Completion, the Directors have Relevant Interests in Securities as follows:

Date of Prospectus

Director	No. of Shares	No. of Performance Rights	% of Total Shares Held
Giuseppe Leone[1]	87,893,999	8,750,000	36.4%
Daniel Hibbs[2]	87,893,999	8,750,000	36.4%
Bronwyn Barnes	-	-	-
Michael Fennell	-	-	-
Peter Iancov	-	-	-

At Completion

Director	No. of Shares	No. of Performance Rights	% of Total Shares Held
Giuseppe Leone[1]	77,893,999	8,750,000	26.0%
Daniel Hibbs[2]	77,893,999	8,750,000	26.0%
Bronwyn Barnes	-	-	-
Michael Fennell	-	-	-
Peter Iancov	-	-	-

1. Mr Leone holds Shares through S2S Investment Holdings Pty Ltd, an entity in which Mr Leone is a director, as trustee for the S2S Investment Trust. The Performance Rights are held by Mr Leone's spouse Mrs Teresa Maria Leone. The terms of the Performance Rights are contained in Section 14.6(c).
2. Mr Hibbs holds Shares through Araosc Financial Investments Pty Ltd, an entity in which Mr Hibbs is sole director and shareholder, as trustee for the Hibbs Family Trust. The Performance Rights are held by Mr Hibbs' spouse Mrs Vanessa Anne Hibbs. The terms of the Performance Rights are contained in Section 14.6(c).
3. This assumes that Mr Leone and Mr Hibbs will have sold 10,000,000 Existing Shares each under the Offer via SaleCo and that no Director or an associate subscribes for and is allotted additional Shares pursuant to the Offer.

Please refer to Section 8.16 for details of the Shareholders holding 5% or more of the Shares on issue both at the date of this Prospectus and at Completion on a fully diluted basis (which include the Directors Mr Leone and Mr Hibbs).

10.5 Agreements with Directors or other Related Parties

Details of agreements between the Company and related parties of the Company are set out below. The Board considers that the agreements between the Company and each Director under which the Directors receive remuneration for their services to the Company as an officer or employee did not require Shareholder approval as such remuneration is reasonable in the parties' circumstances in accordance with section 211 of the Corporations Act. Shareholder approval was not sought prior to entering into the agreements with the related parties of the Company as the Board considered that the benefits under the agreements were reasonable in the circumstances if the parties were dealing at arms' length in accordance with section 210 of the Corporations Act. Each Director is also entitled to reimbursement for reasonable expenses properly incurred whilst undertaking their respective duties. Directors are subject to the provisions of the Constitution relating to retirement by rotation and re-election of directors.

The Board considers there are no additional risks to the Company as a result of the Director and related party agreements described in this Section 13.1.

The Company's policy in respect of related party arrangements is:

(a) a Director with a material personal interest in a matter is required to give notice to the other Directors before such a matter is considered by the Board; and

(b) for the Board to consider such a matter, the Director who has a material personal interest is not present while the matter is being considered at the meeting and does not vote on the matter, unless permitted by the Constitution or the Corporations Act.

Executive Service Agreements

The Company has entered into an executive services agreement with Mr Giuseppe Leone in respect of his employment as the Managing Director and Chief Executive Officer of the Company, and with Mr Daniel Hibbs in respect of his employment as the Executive Director and Chief Operating Officer of the Company, effective 1 January 2021. The principal terms of the executive service agreements for Mr Leone and Mr Hibbs (the **Executive**) are substantially similar and summarised as follows:

(a) the Executive will receive a base salary of $515,694 per annum including mandatory superannuation contributions;
(b) the Executive is eligible to participate in a bonus and/or variable incentive arrangement in accordance with the applicable plan rules offered by the Company from time to time;
(c) there are express provisions protecting the Company's confidential information and intellectual property;
(d) each Executive may terminate the agreement by giving 12 months' notice in writing to the Company;
(e) a motor vehicle allowance up to the value of $30,000 with any unused portion each year to be paid to the Executive monthly in cash);
(f) the Company agrees to pay the Executive 12 months remuneration where the Executive has formed the opinion there is a material change in the position, remuneration, duties, direct reporting or reporting structure, policies, strategies or future plans of the Board or Company (**Material Change Event**), as a result of which the Executive resigns or retires from and terminates the employment within 12 months of the Material Change Event or where the employment is terminated due to redundancy within 12 months of a change of control of the Company or the employment is terminated without cause by the Company on notice (or payment in lieu of notice) within 12 months of a change of control of the Company;
(g) the Company may terminate the agreement (without cause) by giving 12 months' notice in writing to the Executive (or make payment in lieu of notice), unless the Company is terminating as a result of serious misconduct (or on other similar grounds which justify summary dismissal) by the Executive in which case no notice is required;
(h) on termination of the agreement or the employment or the retirement or resignation by the Executive from any managerial or executive office with the Company or any Group Company, where the Company requires the Executive to serve out a notice period or any portion of a notice period, the Company agrees to pay the Executive a total payment equivalent to the amount which is calculated by subtracting any Remuneration paid in lieu of notice from the amount which is Remuneration for a period of 12 months, on the Executive completing service of that notice period; and
(i) the Company will not be under any obligation to pay to the Executive any amount which exceeds the maximum amount the Company is permitted to pay the Executive in such circumstance under the Corporations Act or the Listing Rules (if applicable) without prior Shareholders' approval, which the Company must use its reasonable endeavours to obtain.

Each executive service agreement also contains additional provisions which are considered usual in an agreement of this type including restrictive covenants regarding employees, customers and suppliers of the Group after the Executive's employment ends.

In the 24 months preceding the date of this Prospectus Mr Leone and Mr Hibbs have each received or are each entitled to receive remuneration of $223,750 including superannuation for services rendered to the Group.

Non-Executive Directors' Agreements

The Company has entered into a non-executive director engagement agreements with Chairman Ms Bronwyn Barnes and non-executive Directors Mr Michael Fennell and Mr Peter Iancov, under which Ms Barnes is entitled to receive an annual fee of $87,600 (inclusive of mandatory superannuation contributions and GST) and Messrs Fennell and Iancov are entitled to each receive an annual fee of $52,560 (inclusive of mandatory superannuation contributions and GST). These agreements also contain additional provisions which are considered usual in agreements of this type, including in relation to confidential information, intellectual property and disclosure of interests.

Directors' and Officers' deeds of indemnity, insurance and access

The Company has entered into a deed of indemnity, insurance and access (**Deed**) with each Director and the Company Secretaries under which the Company indemnifies each Director and the Company Secretaries to the extent permitted by law against any liability arising as a result of the Director or Company Secretary acting in their capacity as an officer of the Company (**Officer**). Until the later of seven (7) years after the date the Officer ceases to be an Officer or the date all claims commenced before that seven (7) year period have been finally resolved and no appeal is possible (**Access Period**) the Company must maintain insurance policies insuring the Directors against liability incurred in connection with their office to the maximum extent permitted by law and to the extent it is able to do so on reasonable commercial terms. During the Access Period the Company must maintain and provide the Officer with access to certain documents. The Deed also requires the Directors to disclose their dealings in Securities.

The Deed provides for advances to Officers for amounts for which the Officer is or is entitled to be indemnified under the Deed. If the Company advances an amount to the Officer and it is later established that the Officer is not entitled to be indemnified for those costs, the Officer must repay the amount to the Company.

Shareholder approval was not sought prior to entering into each Deed as the Board considered that the Deed confers benefits that are reasonable in the circumstances of the parties in accordance with section 211 of the Corporations Act. The Board considers that there are no additional risks to the Company as a result of each Deed.

The Deed also contains additional provisions which are considered usual in agreements of this type.

Directors' Deeds of Notifiable Interests

The Company must disclose to ASX at certain times details of Directors' interests in Securities and in contracts relevant to Securities. The Company is also obliged to make arrangements with its Directors to ensure that Directors disclose to it all relevant information in a timely manner. The Company has entered into a Deed of Notifiable Interests with each of the Directors under which each of the Directors agree to provide such information to the Company in a timely manner.

10.6 Senior Executive Remuneration

All other senior management (who are not directors) are employed under written terms of employment with the Company. The key terms and conditions of their employment include:

i. total remuneration packages (including mandatory superannuation contributions);
ii. eligibility to participate in a bonus and/or variable incentive arrangement in accordance with the applicable plan rules offered by the Company from time to time;
iii. express provisions protecting the Company's confidential information and intellectual property;
iv. notice of termination of employment provisions with notice periods of between 1 month and 3 months by both the Company and the relevant senior management personnel; and
v. additional provisions which are considered usual in an agreement of this type including restrictive covenants regarding employees, customers and suppliers of the Group after the relevant senior management personnel's employment ends.

10.7 Corporate Governance

The Company has adopted comprehensive systems of control and accountability as the basis for the administration of corporate governance. The Board is committed to administering the policies and procedures with openness and integrity, pursuing the true spirit of corporate governance commensurate with the Company's needs.

To the extent applicable, our Company has adopted *The Corporate Governance Principles and Recommendations (4th Edition)* as published by ASX Corporate Governance Council (**Recommendations**).

In light of the Company's size and nature, the Board considers that the current board is a cost effective and practical method of directing and managing the Company. As the Company's activities develop in size, nature and scope, the size of the Board and the implementation of additional corporate governance policies and structures will be reviewed.

The Company's main corporate governance policies and practices as at the date of this Prospectus are outlined below and the Company's full corporate governance plan will be available in a dedicated corporate governance information section of the Company's website at www.aerison.com.

(a) Board of directors

The Board is responsible for corporate governance of the Company. The Board develops strategies for the Company, reviews strategic objectives and monitors performance against those objectives.

The goals of the corporate governance processes are to:

i. maintain and increase Shareholder value;
ii. ensure a prudential and ethical basis for the Company's conduct and activities; and
iii. ensure compliance with the Company's legal and regulatory objectives.

Consistent with these goals, the Board assumes the following responsibilities:

i. developing initiatives for profit and asset growth;
ii. reviewing the corporate, commercial and financial performance of the Company on a regular basis;
iii. acting on behalf of, and being accountable to, the Shareholders; and
iv. identifying business risks and implementing actions to manage those risks and corporate systems to assure quality.

The Company is committed to the circulation of relevant materials to Directors in a timely manner to facilitate Directors' participation in the Board discussions on a fully-informed basis.

(b) Composition of the Board

Election of Board members is substantially the province of the Shareholders in general meeting.

(c) Identification and management of risk

The Board's collective experience will enable accurate identification of the principal risks that may affect the Company's business. Key operational risks and their management will be recurring items for deliberation at Board meetings.

(d) Ethical standards

The Board is committed to the establishment and maintenance of appropriate ethical standards.

(e) Independent professional advice

Subject to the Chairman's approval (not to be unreasonably withheld), the Directors, at the Company's expense, may obtain independent professional advice on issues arising in the course of their duties.

(f) Remuneration arrangements

The Company will not have a separate nomination and remuneration committee until such time as the Board is of a sufficient size and structure, and the Company's operations are of such a magnitude for a separate committee to be of benefit to the Company. In the meantime the Board will carry out the duties that would ordinarily be assigned to that committee under the written terms of that committee.

The remuneration of an executive Director will be decided by the Board, without the affected executive Director participating in that decision-making process.

The total maximum remuneration of non-executive Directors is initially set by the Constitution and subsequent variation is by ordinary resolution of Shareholders in general meeting in accordance with the Constitution, the Corporations Act and the ASX Listing Rules, as applicable. The determination of non-executive Directors' remuneration within that maximum will be made by the Board having regard to the inputs and value to the Company of the respective contributions by each non-executive Director. The current amount has been set at an amount not to exceed $250,000 per annum.

In addition, a Director may be paid fees or other amounts (i.e. subject to any necessary Shareholder approval, non-cash performance incentives such as Options) as the Directors determine where a Director performs special duties or otherwise performs services outside the scope of the ordinary duties of a Director.

Directors are also entitled to be paid reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors.

The Board reviews and approves the remuneration policy to enable the Company to attract and retain executives and Directors who will create value for Shareholders having consideration to the amount considered to be commensurate for a company of its size and level of activity as well as the relevant Directors' time, commitment and responsibility. The Board is also responsible for reviewing any employee incentive and equity-based plans including the appropriateness of performance hurdles and total payments proposed.

(g) Securities Trading Policy

The Board has adopted a policy that sets out the guidelines on the sale and purchase of securities in the Company by its key management personnel (i.e. Directors and, if applicable, any employees reporting directly to the managing director). The policy generally provides that the written acknowledgement of the Chairman (or the Board in the case of the Chairman) must be obtained prior to trading.

(h) External audit

The Company in general meetings is responsible for the appointment of the external auditors of the Company, and the Board from time to time will review the scope, performance and fees of those external auditors.

(i) Audit committee

The Company will not have a separate audit committee until such time as the Board is of a sufficient size and structure, and the Company's operations are of such a magnitude for a separate committee to be of benefit to the Company. In the meantime the Board will carry out the duties that would ordinarily be assigned to that committee under the written terms of that committee.

(j) Diversity policy

The Board has adopted a diversity policy which provides a framework for the Company to achieve, amongst other things, a diverse and skilled workforce, a workplace culture characterised by inclusive practices and behaviours for the benefit of all staff, improved employment and career development opportunities for women and a work environment that values and utilises the contributions of employees with diverse backgrounds, experiences and perspectives.

(k) Departures from Recommendations

Under the ASX Listing Rules the Company will be required to provide a statement in its annual financial report or on its website disclosing the extent to which it has followed the Recommendations during each reporting period. Where the Company has not followed a Recommendation, it must identify the Recommendation that has not been followed and give reasons for not following it. The Company's compliance and departures from the Recommendations will be announced to the ASX prior to the Company's commencement of trading on ASX.

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11 FINANCIAL INFORMATION

Aerison Commissioning Technician.

11. FINANCIAL INFORMATION

11.1 Introduction

The financial information of Aerison contained in Section 11 includes the Historical Financial Information for the financial years ended 31 December 2018 (**FY18**), 31 December 2019 (**FY19**) and 31 December 2020 (**FY20**), the Statement of Financial Position as at FY20 and the Forecast Financial Information for the financial year ending 31 December 2021 (**FY21F**). The Statutory Financial Information and the Pro Forma Financial Information are together referred to as the Financial Information.

Overview of the Financial Information:

	Statutory Financial Information	Pro Forma Financial Information
Historical Financial Information	**Statutory Historical Financial Information comprises the:** (1) audited statutory historical consolidated statement of profit or loss for FY18, FY19 and FY20 (**Statutory Historical Statements of Profit or Loss**); (2) audited statutory historical consolidated statement of cash flows for FY18, FY19 and FY20 (**Statutory Historical Statements of Cash Flows**); and (3) audited statutory historical consolidated statement of financial position as at FY20 (**Statutory Historical Statement of Financial Position**).	**Pro Forma Historical Financial Information comprises the:** pro forma historical consolidated statement of financial position as at 31 December 2020 reflecting the Director's pro forma adjustments (**Pro Forma Statement of Financial Position**).
Forecast Financial Information	**Statutory Forecast Financial Information** comprises the: (1) statutory forecast consolidated statement of profit or loss for FY21F (**Statutory Forecast Statement of Profit or Loss**); and (2) statutory forecast consolidated statement of cash flows for FY21F (**Statutory Forecast Statement of Cash Flows**).	**Pro Forma Forecast Financial Information** comprises the: (1) pro forma statutory forecast consolidated statement of profit or loss for FY21F (**Pro Forma Forecast Statement of Profit or Loss**); and (2) pro forma forecast consolidated statement of cash flows for FY21F (**Pro Forma Forecast Statement of Cash Flows**).

The Financial Information has been reported on by Moore Australia Corporate Finance (WA) Pty Ltd as detailed in the Investigating Accountant's Report in Section 12. Potential investors should note the scope limitations of the Investigating Accountant's Report (refer to Section 12 for further information).

The Company's significant accounting policies have been consistently applied throughout the respective financial periods as detailed in Section 11.14.

The information in this Section should also be read in conjunction with the risk factors as detailed in Section 9 and other information included in this Prospectus.

All amounts disclosed in Section 11 are presented in Australian dollars and, unless otherwise noted, are rounded to the nearest $1,000. There may be differences between totals and sums of components in figures or tables contained in this Prospectus due to rounding.

11.2 Basis of Preparation and Presentation of the Financial Information

a. Overview

The Directors are responsible for the preparation and presentation of the Financial Information included in this Prospectus, which is intended to present potential investors with information to assist them in understanding the historical and forecast financial performance, cash flow and financial position of Aerison together with the pro forma financial performance, cash flow and financial position.

Subject to Section 11.2(b) which sets out the preparation of the Historical Financial Information, the Financial Information has been prepared and presented in accordance with the recognition and measurement principles of the Australian Accounting Standards, which are consistent with the International Financial Reporting Standards (IFRS) and interpretations issued by the International Accounting Standards Board. The Financial Information is presented in an abbreviated form insofar as it does not include all the disclosures, statements or comparative information as required by the Australian Accounting Standards applicable to annual financial reports prepared in accordance with the Corporations Act.

Aerison's key accounting policies are set out in Section 11.14. In preparing the Financial Information, the accounting policies of Aerison have been applied consistently throughout the periods presented with the exception of AASB 16 Leases which was adopted by Aerison in FY19. The accounting treatment for FY18 was applied in accordance with AASB 17 Leases. AASB 16 Leases was adopted in FY19 using the modified retrospective adoption approach and thus the comparatives have not been restated.

b. Preparation of the Statutory Historical Financial Information

The Historical Financial Information has been extracted from the audited financial statements of the Company for the three years ended FY18, FY19 and FY20.

RSM Australia Partners (**RSM**) audited the financial statements of the Company for the three years ended 31 December 2018, 31 December 2019 and 31 December 2020. RSM issued unmodified opinions on the financial statements for the three years ended FY18, FY19 and FY20. The audited financial statements of Aerison have been lodged with ASIC.

c. Preparation of the Pro Forma Financial Information

The Pro Forma Forecast Statement of Profit or Loss is derived from the Forecast Statement of Profit or Loss of the Company for FY21F, adjusted on the basis that the Company is listed on the ASX for the full year (as disclosed in Section 11.5). The Pro Forma Forecast Statement of Profit or Loss is provided for illustrative purposes only and is not represented as being necessarily indicative of Aerison's future financial performance.

The Pro Forma Forecast Statement of Cash Flows is derived from the Forecast Statement of Cash Flows of the Company for FY21F, adjusted on the basis that the Company is listed on the ASX for the full year (as disclosed in Section 11.10). The Pro Forma Forecast Statement of Cash Flows is provided for illustrative purposes only and is not represented as being necessarily indicative of Aerison's future financial performance.

The Pro Forma Statement of Financial Position is derived from the Historical Statement of Financial Position of the Company as at 31 December 2020, adjusted on the basis of the completion of the Offer and the completion of certain other transactions as disclosed in Sections 11.12 and 11.13, as if those events and transactions occurred as at 31 December 2020. The Pro Forma Financial Information has been prepared solely for inclusion in this Prospectus for illustrative purposes only and is not presented as being indicative of Aerison's future financial position.

d. Preparation of the Forecast Financial Information

The Forecast Financial Information of Aerison for the year ending 31 December 2021 has been prepared with reference to a number of underlying estimates and assumptions concerning future events and transactions, as set out in Section 11.6.

The Directors believe that the Forecast Financial Information has been prepared with due care and attention and consider that the assumptions as a whole to be reasonable as at the time of preparing this Prospectus. Both the Forecast Financial Information and the assumptions used to prepare them are by their very nature subject to significant inherent business, economic and political uncertainties and risks, many of which are outside of the control of the Company and are not reliably predictable. Therefore, actual financial results are likely to vary from those forecast and variations may be materially positive or negative. As a result, neither the Directors nor the Company can give any assurance that the financial results set out in the Forecast Financial Information will be achieved.

The Forecast Financial Information has been prepared by management and adopted by the Directors in order to provide prospective investors with a guide to the potential future performance of the Company for FY21F. The Forecast Financial Information of Aerison for the year ending 31 December 2021 is included in Section 11.3. Details of these underlying best-estimate assumptions used in the preparation of the forecast are set out in Section 11.6.

11.3 Consolidated Historical and Forecast Statements of Profit or Loss

The following table sets out the Company's Consolidated Historical Statements of Profit or Loss for the three years ending FY18, FY19 and FY20. It also sets out the Forecast Statement of Profit or Loss for the year ending FY21F assuming both the Minimum and Maximum Subscription, and the Pro Forma Forecast Statement of Profit or Loss for the same period.

$'000	Note	Historical FY18	Historical FY19	Historical FY20	Minimum Subscription Forecast FY21F	Maximum Subscription Forecast FY21F	Pro Forma Forecast FY21F
Revenue		50,485	80,059	100,526	130,000	130,000	130,000
Cost of sales		(44,530)	(68,522)	(86,669)	(113,837)	(113,837)	(113,837)
Gross Profit		**5,955**	**11,537**	**13,857**	**16,163**	**16,163**	**16,163**
Gross Profit Margin %		***12%***	***14%***	***14%***	***12%***	***12%***	***12%***
Other income		34	13	11	-	-	-
Administration expenses		(523)	(1,003)	(1,327)	(1,731)	(1,731)	(1,731)
Marketing expenses		(104)	(153)	(121)	(152)	(152)	(152)
Occupancy expenses		(1,221)	(339)	(441)	(622)	(622)	(622)
Other expenses		(591)	(919)	(1,514)	(1,158)	(1,158)	(1,158)
EBITDA[1]		**3,550**	**9,136**	**10,465**	**12,500**	**12,500**	**12,500**
Depreciation and amortisation expense		(660)	(1,837)	(2,053)	(2,436)	(2,436)	(2,436)
EBIT[2]		**2,890**	**7,299**	**8,412**	**10,064**	**10,064**	**10,064**
Finance costs		(854)	(1,386)	(1,712)	(943)	(943)	(943)
Profit before tax		**2,036**	**5,913**	**6,700**	**9,121**	**9,121**	**9,121**
Income tax expense		(780)	(1,797)	(1,649)	(2,736)	(2,736)	(2,736)
Net Profit After Tax		**1,256**	**4,116**	**5,051**	**6,385**	**6,385**	**6,385**
Adjustments to pro forma forecast net profit after tax – recurring expenses[3]	11.5				-	-	(221)
Pro forma forecast net profit after tax before one-off costs of listing					**6,385**	**6,385**	**6,164**
Adjustments to pro forma forecast net profit after tax– one off costs of listing[3]	11.4				(824)	(844)	-
Pro forma forecast net profit after tax					**5,561**	**5,541**	**6,164**

Notes:

1. EBITDA is earnings before interest, taxation, depreciation, and amortisation.
2. EBIT is earnings before interest and taxation.
3. Adjustments to reconcile Net Profit After Tax to forecast or pro forma net profit after tax.

The Forecast Financial information for the Company has been prepared based on the forecasts for the 12 months to 31 December 2021 Further details on the basis of preparation of the Forecast Financial information is included in Sections 11.2(d) and 11.6.

The Pro Forma Forecast Financial information for the Company has been derived from the Forecast Financial information of the Company for FY21F, adjusted on the basis that the Company has been listed on the ASX for the full FY21F. Further details on the basis of preparation of the Pro Forma Forecast Financial information are included in Section 11.2(c), 11.2(d) and Section 11.6.

11.4 Adjustments to Forecast Net Profit After Tax

The Statutory Forecast Statement of Profit or Loss has been derived by applying certain adjustments to the Forecast Statement of Profit or Loss as set out in the table below:

$'000	Note	Minimum Subscription Forecast FY21F	Maximum Subscription Forecast FY21F
One-off cost of listing adjustments			
Offer costs	1	(624)	(653)
Fair value of broker options to be expensed	2	(272)	(272)
Other Offer related costs	3	(282)	(282)
Tax adjustment	4	354	363
Adjustment to Statutory Forecast Net Profit After Tax		**(824)**	**(844)**

Notes:

1. Offer costs relate to forecast amounts to be expensed upon listing on the ASX (including fees payable to advisors, accounting and legal fees etc.). Note that of the Minimum total expenses of the Offer of $1,631,000 (Maximum $1,691,849) (per Section 14.10), $724,909 (Maximum $756,509) of the Offer costs directly relate to capital raising and are netted off against issued capital. The balance of $906,091 (Maximum $935,340) has been included as the expense adjustments above as Offer costs and Other Offer related costs. The portion of Offer costs attributable to the sell down of existing shares by current shareholders are included in Offer costs expensed to the profit or loss account. For completeness, it has been assumed that all of the estimated Offer costs will be incurred prior to 31 December 2021.
2. Expense relates to the cost of Options issued to the Lead Manager on listing of the Company and have been valued using the Black Scholes method. Note that of the total value of the broker options of $566,497, $294,578 of the cost of options directly relate to the Offer and are netted off against issued capital. The portion of Offer costs attributable to the sell down of Existing Shares by Existing Shareholders are included in Offer costs expensed to the profit or loss account.
3. Other Offer costs relate to additional professional and advisory services expensed during FY21F in relation to the Offer but are not directly related to the capital raising.
4. Adjustment to reflect the tax effect of the statutory adjustments based on the Australian statutory corporate tax rate applicable to Aerison of 30%.

11.5 Adjustments to Pro Forma Forecast Net Profit After Tax

The Pro Forma Forecast Statement of Profit or Loss has been derived by applying certain adjustments to the Forecast Statement of Profit or Loss to illustrate what the Forecast Profit or Loss of the Company would be if the Company were listed on the ASX for the entire FY21F. As the pro forma forecasts assume that the Company was listed for the whole of FYF21F, it includes the additional costs of being a listed company for a full twelve months, and excludes any one-off costs associated with the Offer:

$'000	Note	Pro Forma Forecast FY21F
Recurring expense adjustments		
Public company costs	1	(316)
Tax adjustment	2	95
Adjustment to Pro Forma Forecast Net Profit After Tax		**(221)**

Notes:

1. Public company costs reflect the increase in corporate costs expected as a consequence of the Company becoming listed on the ASX. These principally relate to board and governance costs such as directors, legal, compliance, audit and company secretarial costs.
2. Adjustment to reflect the tax effect of the statutory adjustments based on the Australian statutory corporate tax rate applicable to Aerison of 30%.

11.6 Forecast Financial Information

The basis of preparation of the Forecast Financial Information for the year ending FY21F is detailed in Section 11.2(d). Sections 11.6(a) to 11.6(e), and 11.8(a) to 11.8(c) outline the Directors' best-estimate assumptions used in the preparation of the Forecast Financial Information.

The assumptions listed will not represent all factors that may affect Aerison's forecast financial performance however they do represent the material assumptions that Aerison has employed.

(a) General Assumptions

The following general assumptions are relevant to the Forecast Financial Information:

- There are no material changes in the competitive and operating environment in which Aerison operates;
- There are no material changes in current industrial, economic, political or market conditions under which Aerison and its key customers operate that would have a material effect on Aerison's operating results;
- There are no material changes in statutory, legal or regulatory requirements that have a material effect on Aerison's operating results;
- There are no changes in applicable AAS, IFRS, other mandatory professional reporting requirements or the Corporations Act which could have a material impact on Aerison's reported financial performance or cash flows, financial position, accounting policies, financial reporting or disclosures;
- There are no material employee relations disputes or other disturbances, contingent liabilities or legal claims that arise or that are settled to the detriment of Aerison;
- There are no material changes in key personnel during the forecast period;
- There are no significant changes to the interest rates in Australia during the forecast period;
- There are no material acquisitions, disposals, restructurings or investments other than as contemplated by this Prospectus;
- There are no material changes to Aerison's corporate and funding structure, excluding the impact of the Offer;
- There are no significant disruptions to the continuity of operations of Aerison or other material changes in the business;
- There are no material amendments to any material contract, agreement or arrangement relating to Aerison's business;
- None of the risks listed in Section 9 has a material adverse impact on the operations of Aerison; and

- The Offer proceeds are received in accordance with the timetable set out in the "Important Dates" in Section 3 of this Prospectus.

(b) Specific Assumptions

The Forecast Financial Information has been prepared using the forecast financial information for the period 1 January 2021 to 31 December 2021. The Forecast Financial Information for the twelve months to 31 December 2021 has been prepared based on anticipated events to 31 December 2021 and the specific assumptions detailed below.

(c) Revenue

Revenue from existing contracts has been recognised after taking into account the best estimate of the timing of revenue streams. The forecast revenue for each contract has been determined using the monthly forecast costs for the duration of the job grossed up by the forecast gross profit expected at the end of the job. Variations to contract values are only recognised in the forecasts once they have been approved by the client. Revenue from performance bonuses is only recognised once the performance target has been achieved.

Revenue from tenders and new contracts have been recognised after taking into account the probability of winning the tender (based on the stage of the tender process, and the likelihood of winning based on historical events, and discussion with the project manager).

Aerison's revenue forecast for FY21F is $130 million, of which $97 million, 74%, is secured under contract and repeat panel revenue from master services agreements, and for which Aerison has commenced work or is in the process or readying for commencement (refer to Section 6.12 Key Current Projects for additional details of projects in progress). They are for a number of customers across multiple projects in the resources sector. Unsecured revenue is $33 million, which is 26%, of forecast revenue for FY21F.

Aerison has $158 million of current tenders in progress that would deliver revenue in FY21F. Over 70% of these current tenders are with existing clients and predominantly for projects based in Western Australia and within the natural resources sector. There is no guarantee of success on any given project tender submission. Aerison will always target a pipeline of work that exceeds its forecast expectations and available capacity, however at any point in time Aerison may choose to withdraw from the tendering process for reasons which may include changes in project scope, changes in project timeline or capacity constraints. Tenders may also not proceed if cancelled by the client or proposed client. The significant percentage of secured work along with its Pipeline and the business's history of repeat panel revenue provides the Company with a high level of confidence in its forecasts for FY21F.

Forecast revenue is allocated on a monthly basis over the length of the contract based on the best estimate of the timing of costs and estimated completion date. Refer to Section 6.11 for further details on Aerison's orderbook and tender pipeline.

(d) Gross Profit

The gross margin on existing jobs is determined using historical gross profit achieved for each job. Forecast job margins are adjusted where they are known to be different to the historic margins.

The gross margin on tenders and new contracts are based on the margin used in the tender submission.

(e) Overhead Costs

Forecast overhead costs are based on historical overhead expenses for the twelve months to 31 December 2020 adjusted for expected differences as the Company pursues its growth strategy. Tender costs are expensed in the period incurred.

Depreciation is forecast to increase during the period to reflect the increase in the value of plant and equipment on the fixed asset register.

Finance costs are expected to decrease as existing Convertible Notes are converted to fully paid shares prior to the issuance of this Prospectus. In addition, cash flow generation in FY21F will facilitate the repayment of borrowings through-out the financial year.

11.7 Sensitivity Analysis

The Forecast Financial Information included in Section 11.3 is based on a number of estimates and assumptions as described in Section 11.6. These estimates and assumptions are subject to business, economic and competitive uncertainties and contingencies, many of which are beyond the control of Aerison, its Directors, and management.

These estimates are based on assumptions in relation to future business developments, which are subject to change.

Investors should be aware that future events cannot be predicted with certainty and as a result, deviations from the figures forecast in this Prospectus are to be expected. To assist investors in assessing the impact of these assumptions on the forecasts, the table below demonstrates the potential impact on forecast profit before tax that may arise from changes in key assumptions. The changes in the key assumptions set out below are intended to provide a guide only and are not intended to be indicative of the complete range of variations that may be experienced.

The sensitivity of these factors has been considered in isolation however there may be some interrelation between the movement in each of the variables, which could lead to variations exceeding what is illustrated below.

Each sensitivity is presented in terms of the impact of each on the forecast profit before tax as set out in Section 11.3.

Sensitivity	Variable	Potential impact on Forecast Profit before Tax for FY21F $'000
Revenue	Increase/(decrease) in forecast revenue by 5%	808 / (808)*
Gross Profit	Increase/(decrease) in forecast gross profit by 2%	2,600 / (2,600)*
Overheads	Increase/(decrease) in forecast overheads by 10%	(610) / 610*

*Calculation based on the forecast for the 12 month period from January to December 2021

11.8 Consolidated Historical and Forecast Statements of Cash Flows

The following table sets out the Company's Historical Statements of Cash Flows for FY18, FY19 and FY20. It also sets out the Forecast Statement of Cash Flows for the year ending 31 December 2021 assuming both the Minimum and Maximum Subscription, and the Pro Forma Forecast Statement of Cash Flows for the same period.

$'000	Note	Historical FY18	Historical FY19	Historical FY20	Minimum Subscription Forecast FY21F	Maximum Subscription Forecast FY21F	Pro Forma Forecast FY21F
Cash flows from operating activities							
Receipts from customers		47,522	73,417	96,230	128,625	128,625	128,625
Payments to suppliers and employees		(48,218)	(70,761)	(93,025)	(119,196)	(119,196)	(119,196)
Interest received		23	15	10	-	-	-
Finance costs		(554)	(1,315)	(1,703)	(943)	(943)	(943)
Income tax paid		-	-	-	(652)	(652)	(652)
Net cash generated from/(used in) operating activities		**(1,227)**	**1,356**	**1,512**	**7,834**	**7,834**	**7,834**
Cash flows from investing activities							
Net purchase of property, plant and equipment[2]		(509)	(587)	(373)	(1,700)	(1,700)	(1,700)
Disposal / (Purchase) of intangible assets		(7)	63	-	-	-	-
Net cash (used in) investing activities		**(516)**	**(524)**	**(373)**	**(1,700)**	**(1,700)**	**(1,700)**
Cash flows from financing activities							
Proceeds / (repayment) of short-term borrowings[2]		771	8,297	(2,134)	(8,407)	(8,407)	(8,407)
Dividends declared and paid		(521)	(576)	(576)	(288)	(288)	(288)
Loan repaid to related parties		(114)	-	-	-	-	-
Repayment of lease liabilities		-	(1,056)	(1,112)	(843)	(843)	(843)
Proceeds / (repayment) of convertible notes		2,203	(218)	927	-	-	-
Repayment of financing costs		-	(25)	-	-	-	-
Net cash (used in)/ provided by financing activities		**2,339**	**6,422**	**(2,895)**	**(9,538)**	**(9,538)**	**(9,538)**
Net increase/(decrease) in cash held		**596**	**7,254**	**(1,756)**	**(3,404)**	**(3,404)**	**(3,404)**
Cash and cash equivalents at the beginning of the year		1,660	2,256	9,510	7,754	7,754	7,754
Cash and cash equivalents at the end of the year		**2,256**	**9,510**	**7,754**	**4,350**	**4,350**	**4,350**
Adjustments to pro forma forecast cash and cash equivalents – recurring expenses[1]	11.10				-	-	(221)
Pro forma forecast cash and cash equivalents at the end of the period before one-off costs of listing					**4,350**	**4,350**	**4,129**
Adjustments to pro forma statutory cash and cash equivalents – one-off costs of listing[1, 2]	11.9				4,991	5,939	-

$'000	Note	Historical FY18	Historical FY19	Historical FY20	Minimum Subscription Forecast FY21F	Maximum Subscription Forecast FY21F	Pro Forma Forecast FY21F
Pro forma forecast cash and cash equivalents at the end of the period					**9,341**	**10,289**	**4,129**

1. Adjustments to reconcile cash flows to Statutory and Pro Forma Forecast cash flows.
2. The adjustments to pro forma statutory cash and cash equivalents - one-off costs of listing will be applied by the Company as detailed in Section 8.13. The Company has sufficient cash reserves and debt facilities to execute the contracts it has been awarded. The repayment of short-term borrowings and purchase of plant, property and equipment in FY21F will be funded from cash generated from operating activities as presented above. The funds raised from the issue of New Shares will be used to cover the expenses of the Offer and then will be allocated to working capital to replenish funds forecast to be utilised in the repayment of short term borrowings and investment in property, plant and equipment in FY21F and to fund general operating activities of the Company, future projects and pursuing the Company's growth strategies (refer to Section 8.13).

Forecast Statement of Cashflow Assumptions:

The basis of preparation of the Forecast Financial Information for the year ending FY21F as applicable to the Statement of Cashflow is listed below and outlines the Directors' best-estimate assumptions used in the preparation of this Forecast.

(a) Cash Flows From Operating Activities

Operating cashflows are forecast to increase in FY21F primarily as a result of the completion in FY21F of the BHP Nickel West Powder Leach Nickel Sulphate Project (refer to Section 13.4(i) for a summary of the material terms and conditions of that contract). This project commenced in FY19 with the majority of the works being undertaken during FY19 and FY20 and elements relating to variations on this project were held as accrued revenue at the end of FY20 and that will be realised as cash during FY21.

Operational cashflow is also forecast to increase in FY21F in proportion with the forecast growth in EBITDA. Assumptions regarding timing of days payable and days receivable are consistent with FY20.

Forecast finance costs are forecast to reduce in FY21F due to lower interest payments as a result of:

- Discharge by conversion of interest bearing 3,750,000 Convertible Notes on or prior to the Offer (refer to Section 11.12 (a));
- Discharge by cash repayment of the remaining interest bearing 150,000 Convertible Notes by 30 June 2021 (refer to Section 11.9); and
- Partial repayment of the Company's working capital facility (being the Trade Finance Facility with CBA - refer to Section 13.5(a) for a summary of the material terms and conditions of that facility) will occur in accordance with the realisation of funds received from customers.

Income tax will be payable in FY21F as a result of Company fully utilising its prior period carry forward tax losses.

(b) Cash Flows From Investing Activities

During FY21F the Company will invest in $1,700,000 of plant, property and equipment. This will be funded from cash generated from operating activities.

The key components of this investment expenditure relate to:

- Fit-out of the Company's new industrial fabrication and assembly facility in Forrestfield, Western Australia; and
- Purchase of vehicles to support operational activities on mine sites.

(c) Cash Flows From Financing Activities

Forecast repayment of borrowings in FY21F relates to the partial repayment of the Company's working capital facility (Trade Finance Facility with CBA - refer to Section 13.5(a) for a summary of the material terms and conditions of that facility). This will occur in accordance with the forecast realisation of funds received from customers during FY21F.

Repayment of lease liabilities has been forecast in accordance with the with lease schedules.

Forecast dividends declared and paid relate to dividends declared and paid prior to the date of the Offer.

11.9 Adjustments to Forecast Cash Flows

The Statutory Forecast Statement of Cash Flows has been derived by applying certain adjustments to the Forecast Statement of Cash Flows as set out in the table below:

$'000	Note	Minimum Subscription Forecast FY21F	Maximum Subscription Forecast FY21F
One-off cost of listing adjustments			
Proceeds from Offer (before costs)	1	6,500	7,500
Offer and other related costs payable in cash	2	(1,359)	(1,411)
Repayment of Convertible notes	3	(150)	(150)
Adjustment to Statutory Forecast Net Cash Flows		**4,991**	**5,939**

Notes:

1. Proceeds from the issue of between 32,500,000 and 37,500,000 Shares at $0.20 per Share, to raise between $6,500,000 (Minimum Subscription) and $7,500,000 (Maximum Subscription) before costs pursuant to the Offer.
2. Offer costs relate to forecast amounts to be expensed to FY21F upon listing on the ASX that are payable in cash (includes fees payable to advisors, accounting and legal fees etc.). Other Offer costs relate to additional professional and advisory services expensed during FY21F in relation to the Offer but are not directly related to the capital raising, net of tax.
3. The Company plans to make a cash repayment of the remaining $150,000 of Convertible notes not converted on Completion in June 2021.

11.10 Adjustments to Pro Forma Forecast Cash Flows

The Pro Forma Forecast Statement of Cash Flows has been derived by applying certain adjustments to the Forecast Statement of Cash Flows to illustrate what the forecast cash flows of the Company would be if the Company were listed on the ASX for the entire FY21F. As the pro forma forecast assumes that the Company was listed for the whole of FY21F, it includes the additional costs of being a listed company for a full twelve months, and excludes any one-off costs associated with the Offer:

$'000	Note	Pro Forma Forecast FY21F
Recurring expense adjustments		
Public company costs	1	(221)
Adjustment to Pro Forma Forecast Net Cash Flows		**(221)**

Notes:

1. Public company costs reflect the increase in corporate costs expected as a consequence of the Company becoming listed on the ASX. These principally relate to board and governance costs such as directors, legal, compliance, audit and company secretarial costs, net of tax.

11.11 Consolidated Historical and Pro Forma Statements of Financial Position

The Pro Forma Statement of Financial Position detailed below includes:

(a) the pro forma adjustments in respect to the impact of the Offer assuming both the Minimum and Maximum Subscription; and
(b) adjustments for subsequent events occurring from the date of 31 December 2020.

Details of the subsequent event and pro forma adjustments made to the audited Consolidated Statement of Financial Position for the Company as at 31 December 2020 are detailed in Sections 11.12 and 11.13.

$'000	Historical as at 31 December 2020	Minimum Subscription Pro Forma as at 31 December 2020	Maximum Subscription Pro Forma as at 31 December 2020
Current Assets			
Cash and cash equivalents	7,754	12,743	13,682
Trade and other receivables	37,582	37,582	37,582
Other assets	1,083	1,083	1,083
Total current assets	**46,419**	**51,408**	**52,347**
Non-current Assets			
Property, plant & equipment	2,392	2,392	2,392
Right of use assets	2,693	2,693	2,693
Intangible assets	11	11	11
Deferred tax assets	1,286	1,286	1,286
Total non-current assets	**6,382**	**6,382**	**6,382**
TOTAL ASSETS	**52,801**	**57,790**	**58,729**
Current Liabilities			
Trade and other payables	14,437	14,437	14,437
Borrowings	13,673	9,923	9,923
Lease liabilities	665	665	665
Employee benefits	3,003	3,003	3,003
Income tax	667	667	667
Total current liabilities	**32,445**	**28,695**	**28,695**
Non-current Liabilities			
Lease liabilities	2,106	2,106	2,106
Employee benefits	58	58	58
Deferred tax liabilities	165	165	165
Total non-current liabilities	**2,329**	**2,329**	**2,329**
TOTAL LIABILITIES	**34,774**	**31,024**	**31,024**
NET ASSETS	**18,027**	**26,766**	**27,705**
EQUITY			
Issued capital	3,329	12,559	13,527
Options reserve	100	587	587
Retained earnings	14,598	13,620	13,591
TOTAL EQUITY	**18,027**	**26,766**	**27,705**

The Statutory Historical Statement of Financial Position and Pro Forma Statements of Financial Position are to be read in conjunction with the notes set out in Sections 11.12, 11.13 and 11.14.

The above Pro-Forma Statement of Financial Position is provided for illustrative purposes only and is not represented as being necessarily indicative of the Company's view on its future financial position.

11.12 Subsequent Event Adjustments

(a) On or before completion of the Offer, the Company will convert $3,750,000 in existing Convertible Notes to 26,140,620 Shares.

(b) On or before completion of the Offer, the 500,000 Performance Rights on issue as at 31 December 2020 were adjusted for the Offer share split at the rate of 1:175.787998, resulting in the number of Performance Rights on issue increasing to 87,894,000. The Performance Rights Holders also agreed to the cancellation of 70,394,000 Performance Rights of a value of $80,000. This was allocated to retained earnings with the remaining 17,500,000 Performance Rights at a value of $20,000 remaining in the pro forma balance sheet in reserves.

There have been no other material items, transactions, or events subsequent to 31 December 2020 that have not otherwise been disclosed in this Prospectus and incorporated into the Pro Forma Statement of Financial Position, where appropriate.

11.13 Notes to and forming part of the Pro Forma Statement of Financial Position

(a) The Preparation of the Pro Forma Statement of Financial Position

The FY20 Statement of Financial Position of Aerison has been adjusted to reflect the impact of the following proposed transactions or actual transactions which have taken place subsequent to 31 December 2020:

- The issue pursuant to the Prospectus of between 62,500,000 and 67,500,000 Shares at $0.20 per Share (on a post share split basis), being 30,000,000 of these Shares relating to a sell down of Existing Shares and have no impact on the pro forma balance sheet. The remaining being between 32,500,000 and 37,500,000 Shares issued to raise capital of $6,500,000 (Minimum Subscription) and $7,500,000 (Maximum Subscription) before costs.
- The payment of cash costs related to the Offer estimated to be between $1,511,000 (Minimum Subscription) and $1,571,849 (Maximum Subscription) and the subsequent allocation of these costs between retained earnings ($786,091 for the Minimum and $815,340 for the Maximum Subscription) and issued capital ($724,909 for the Minimum and $756,509 for the Maximum Subscription). The portion of the Offer costs that relate to the sell down of Existing Shares has been expensed to retained earnings. The payment of an estimated $120,000 in Offer related costs will be expensed to retained earnings after the completion of the Offer and before 31 December 2021. Total expenses of the Offer are estimated to be between $1,631,000 (Minimum Subscription) and $1,691,849 (Maximum Subscription) (Section 14.10).
- The issue of 6,000,000 Options (valued at $566,497) to the Lead Manager as part consideration for corporate advisory services, and the subsequent allocation these costs against retained earnings ($271,919) and issued capital ($294,578). The portion of the Options that relates to the sell down of the existing shareholdings has been expensed to retained earnings.

(b) Cash and cash equivalents

$'000	Historical as at 31 December 2020	Minimum Subscription Pro Forma as at 31 December 2020	Maximum Subscription Pro Forma as at 31 December 2020
Cash at bank and on hand	7,754	12,743	13,682
The movements in cash at bank are as follows:			
Actual – 31 December 2020		7,754	7,754
Issue of New Shares pursuant to Prospectus (before costs)		6,500	7,500
Estimated Offer costs payable in cash		(1,511)	(1,572)
Cash at bank and on hand		**12,743**	**13,682**

(c) Borrowings

$'000	Historical as at 31 December 2020	Minimum Subscription Pro Forma as at 31 December 2020	Maximum Subscription Pro Forma as at 31 December 2020
Borrowings	13,673	9,923	9,923
The movements in borrowings are as follows:			
Actual – 31 December 2020		13,673	13,673
Conversion of 3,750,000 in existing Convertible Notes		(3,750)	(3,750)
Borrowings		**9,923**	**9,923**

(d) Issued Capital and Options

Issued fully paid ordinary shares	Minimum Subscription		Maximum Subscription	
	Pro Forma as at 31 December 2020 No. of shares	Pro Forma as at 31 December 2020 $'000	Pro Forma as at 31 December 2020 No. of shares	Pro Forma as at 31 December 2020 $'000
Ordinary shares fully paid	1,373,014	3,329	1,373,014	3,329
Movements during the period				
Shares on issue as at 31 December 2020	1,373,014	3,329	1,373,014	3,329
Share split on a ratio of 1:175.787998	239,986,368		239,986,368	
Shares on issue as at 31 December 2020 post share split	241,359,382	3,329	241,359,382	3,329
Conversion of $3,750,000 in existing Notes	26,140,620	3,750	26,140,620	3,750
Shares issued pursuant to current prospectus (before costs)	32,500,000	6,500	37,500,000	7,500
Estimated costs of the Offer	-	(725)	-	(757)
Value attributed to Lead Manager Options as cost of the Offer	-	(295)	-	(295)
Ordinary shares fully paid	**300,000,002**	**12,559**	**305,000,002**	**13,527**

Reserves	Pro Forma as at 31 December 2020 No. of options	Minimum Pro Forma as at 31 December 2020 $'000	Maximum Pro Forma as at 31 December 2020 $'000
Performance rights on issue	500,000	100	100
Movements during the period			
Performance rights on issue at 31 December 2020	500,000	100	100
Shares split on a ratio of 1:175.787998	87,394,000	-	-
Performance rights on issue as at 31 December 2020 post share split	87,894,000	100	100
Performance rights relinquished	(70,394,000)	(80)	(80)
Options issued to the Lead Manager	6,000,000	567	567
Performance rights and options on issue	**23,500,000**	**587**	**587**

11.14 Statement of Significant Accounting Policies

The significant accounting policies adopted in the preparation of the Historical Financial Information included in this Section are as follows.

The principal accounting policies adopted in the preparation of the financial statements are detailed below. These policies have been consistently applied to all the periods presented, with the exception of AASB 16 Leases which was adopted by Aerison in FY19. The accounting treatment for FY18 was applied in accordance with AASB 17 Leases. AASB 16 Leases was adopted in FY19 using the modified retrospective adoption approach and thus the comparatives have not been restated.

ACCOUNTING POLICY	SUMMARY
Basis of Preparation	The Financial Information of Aerison has been prepared in accordance with Australian Accounting Standards which are consistent with International Financial Reporting Standards. The condensed financial information does not include all the information and disclosures required in annual financial statements. The Company is a for-profit entity for financial reporting purposes. Material accounting policies adopted in the preparation of this Financial Information are presented below and have been consistently applied in respect of each year/period unless stated otherwise. The Financial Information has been prepared on an accruals basis and is based on historical costs. All amounts are presented in Australian dollars, which is the Company's functional and presentation currency.
Basis of Consolidation	The Group financial statements consolidate those of the Company and all of its subsidiaries as of 31 December 2020. The parent controls a subsidiary if it is exposed, or has rights, to variable returns from its involvement with the subsidiary and has the ability to affect those returns through its power over the subsidiary. All subsidiaries have a reporting date of 31 December. All transactions and balances between Group Companies are eliminated on consolidation, including unrealised gains and losses on transactions between Group Companies. Where unrealised losses on intra-Group asset sales are reversed on consolidation, the underlying asset is also tested for impairment from a Group perspective.
Business Combination	The acquisition method of accounting is used to account for business combinations. The consideration transferred is the sum of the acquisition-date fair values of the assets transferred, equity instruments issued or liabilities incurred by the acquirer to former owners of the acquiree and the amount of

ACCOUNTING POLICY	SUMMARY
	any non-controlling interest in the acquiree. For each business combination, the non-controlling interest in the acquiree is measured at either fair value or at the proportionate share of the acquiree's identifiable net assets. All acquisition costs are expensed as incurred to profit or loss. Assets acquired and liabilities assumed are generally measured at their acquisition-date fair values.
Revenue Recognition	Revenue is recognised when it is probable that the economic benefit will flow to the Company and the revenue can be reliably measured. Revenue is measured at the fair value of the consideration received or receivable. **Sale of Goods** Revenue from the sale of goods is recognised at the point in time when the customer obtains control of the goods, which is generally at the time of delivery. **Rendering of Services** Revenue from a contract to provide services is recognised over time as the services are rendered based on either a fixed price or an hourly rate. **Interest** Interest revenue is recognised as interest accrues using the effective interest method. This is a method of calculating the amortised cost of a financial asset and allocating the interest income over the relevant period using the effective interest rate, which is the rate that exactly discounts estimated future cash receipts through the expected life of the financial asset to the net carrying amount of the financial asset. **Other revenue** Other revenue is recognised when it is received or when the right to receive payment is established.
Income Tax	The income tax expense or benefit for the period is the tax payable on that period's taxable income based on the applicable income tax rate for each jurisdiction, adjusted by the changes in deferred tax assets and liabilities attributable to temporary differences, unused tax losses and the adjustment recognised for prior periods, where applicable. Deferred tax assets and liabilities are recognised for temporary differences at the tax rates expected to be applied when the assets are recovered or liabilities are settled, based on those tax rates that are enacted or substantively enacted, except for: (a) When the deferred income tax asset or liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and that, at the time of the transaction, affects neither the accounting nor taxable profits; or (b) When the taxable temporary difference is associated with interests in subsidiaries, associates or joint ventures, and the timing of the reversal can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future. Deferred tax assets are recognised for deductible temporary differences and unused tax losses only if it is probable that future taxable amounts will be available to utilise those temporary differences and losses. The carrying amount of recognised and unrecognised deferred tax assets are reviewed at each reporting date. Deferred tax assets recognised are reduced to the extent that it is no longer probable that future taxable profits will be available for the carrying amount to be recovered. Previously unrecognised deferred tax assets are recognised to the extent that it is probable that there are future taxable profits available to recover the asset. Deferred tax assets and liabilities are offset only where there is a legally enforceable right to offset current tax assets against current tax liabilities and deferred tax assets against deferred tax liabilities; and they relate to the same taxable authority on either the same taxable entity or different taxable entities which intend to settle simultaneously.
Cash and Cash Equivalents	Cash and cash equivalents include cash on hand, deposits held at call with financial institutions, other short-term, highly liquid investments with original maturities 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. For the statement of

ACCOUNTING POLICY	SUMMARY
	cash flows presentation purposes, cash and cash equivalents also includes bank overdrafts, which are shown within borrowings in current liabilities on the statement of financial position.
Trade and Other Receivables	Trade receivables are initially recognised at fair value and subsequently measured at amortised cost using the effective interest method, less any allowance for expected credit losses. Trade receivables are generally due for settlement within 30 days. The consolidated entity has applied the simplified approach to measuring expected credit losses, which uses a lifetime expected loss allowance. To measure the expected credit losses, trade receivables have been grouped based on days overdue. Other receivables are recognised at amortised cost, less any allowance for expected credit losses.
Contract Assets	Contract assets are recognised when the consolidated entity has transferred goods or services to the customer but where the consolidated entity is yet to establish an unconditional right to consideration. Contract assets are treated as financial assets for impairment purposes.
Inventories	Raw materials, work in progress and finished goods are stated at the lower of cost and net realisable value on a 'weighted average cost' basis. Cost comprises of direct materials and delivery costs, direct labour, import duties and other taxes, an appropriate proportion of variable and fixed overhead expenditure based on normal operating capacity, and, where applicable, transfers from cash flow hedging reserves in equity. Costs of purchased inventory are determined after deducting rebates and discounts received or receivable. Stock in transit is stated at the lower of cost and net realisable value. Cost comprises of purchase and delivery costs, net of rebates and discounts received or receivable. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.
Property, Plant and Equipment	Each class of property, plant and equipment is carried at cost less, where applicable, any accumulated depreciation The depreciable amount of all fixed assets including building and capitalised leased assets, but excluding freehold land, is depreciated on a diminishing value basis over their useful lives to the consolidated entity commencing from the time the asset is held ready for use. Leased assets are depreciated over the shorter of either the unexpired year of the lease or the estimated useful lives of the assets. The depreciation rates used for each class of depreciable assets are:

Class of fixed asset	Depreciation Rate
Plant & machinery, fixtures, fittings & office equipment	5% - 25%
Motor vehicles	20%
Computer equipment and software	10% - 40%

The residual values, useful lives and depreciation methods are reviewed, and adjusted if appropriate, at each reporting date.

Leasehold improvements and plant and equipment under lease are depreciated over the unexpired period of the lease or the estimated useful life of the assets, whichever is shorter.

An item of property, plant and equipment is derecognised upon disposal or when there is no future economic benefit to the Company. Gains and losses between the carrying amount and the disposal proceeds are taken to profit or loss. Any revaluation surplus reserve relating to the item disposed of is transferred directly to retained profits.

ACCOUNTING POLICY	SUMMARY
Intangible Assets	Intangible assets acquired as part of a business combination, other than goodwill, are initially measured at their fair value at the date of the acquisition. Intangible assets acquired separately are initially recognised at cost. Indefinite life intangible assets are not amortised and are subsequently measured at cost less any impairment. Finite life intangible assets are subsequently measured at cost less amortisation and any impairment. The gains or losses recognised in profit or loss arising from the derecognition of intangible assets are measured as the difference between net disposal proceeds and the carrying amount of the intangible asset. The method and useful lives of finite life intangible assets are reviewed annually. Changes in the expected pattern of consumption or useful life are accounted for prospectively by changing the amortisation method or period.
Right-of-use Assets	A right-of-use asset is recognised at the commencement date of a lease. The right-of-use asset is measured at cost, which comprises the initial amount of the lease liability, adjusted for, as applicable, any lease payment made at or before the commencement date net of any lease incentives received, any initial direct costs incurred, and, except where included in the cost of inventories, an estimate of costs expected to be incurred for dismantling and removing the underlying asset, and restoring the site or asset. Right-of-use assets are depreciated on a straight-line basis over the unexpired period of the lease or the estimated useful life of the asset, whichever is the shorter. Where the consolidated entity expects to obtain ownership of the leased asset at the end of the lease term, the depreciation is over its estimated useful life. Right-of-use assets are subject to impairment or adjusted for any remeasurement of lease liabilities. The consolidated entity has elected not to recognise a right-of-use asset and corresponding lease liability for short-term leases with terms of 12 months or less and leases of low-value assets. Lease payments on these assets are expensed to profit or loss as incurred.
Lease Liabilities	A lease liability is recognised at the commencement date of a lease. The lease liability is initially recognised at the present value of the lease payments to be made over the term of the lease, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the consolidated entity's incremental borrowing rate. Lease payments comprise of fixed payments less any lease incentives receivable, variable lease payments that depend on an index or a rate, amounts expected to be paid under residual value guarantees, exercise price of a purchase option when the exercise of the option e in the following: future lease payments arising from a change in an index or a rate used; residual guarantee; lease term; certainty of a purchase option and termination penalties. When a lease liability is remeasured, an adjustment is made to the corresponding right-of use asset, or to profit or loss if the carrying amount of the right-of-use asset is fully written down.
Impairment of Non-Financial Assets	Goodwill and other intangible assets that have an indefinite useful life are not subject to amortisation and are tested annually for impairment, or more frequently if events or changes in circumstances indicate that they might be impaired. Other non-financial assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. Recoverable amount is the higher of an asset's fair value less costs of disposal and value-in-use. The value-in-use is the present value of the estimated future cash flows relating to the asset using a pre-tax discount rate specific to the asset or cash-generating unit to which the asset belongs. Assets that do not have independent cash flows are grouped together to form a cash-generating unit.
Trade and Other Payables	Trade and other payables represent the liabilities for goods and services received by the consolidated entity that remain unpaid at the end of the reporting period. The balance is recognised as a current liability with the amounts normally paid within 30 days of recognition of the liability.
Contract Liabilities	Contract liabilities represent the consolidated entity's obligation to transfer goods or services to a customer and are recognised when a customer pays consideration, or when the consolidated entity recognises a receivable to reflect its unconditional right to consideration (whichever is earlier) before the consolidated entity has transferred the goods or services to the customer.

ACCOUNTING POLICY	SUMMARY
Borrowings	Loans and borrowings are initially recognised at the fair value of the consideration received, net of transaction costs. They are subsequently measured at amortised cost using the effective interest method. The component of the convertible notes that exhibits characteristics of a liability is recognised as a liability in the statement of financial position, net of transaction costs.
Finance Costs	Finance costs attributable to qualifying assets are capitalised as part of the asset. All other finance costs are expensed in the period incurred.
Provisions	Provisions are recognised when the consolidated entity has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured using the best estimate of amounts required to settle the obligation at the end of the reporting year.
Employee Benefits	**Short-Term Employee Benefits** Liabilities for wages and salaries, including non-monetary benefits, annual leave and long service leave expected to be settled within 12 months of the reporting date are measured at the amounts expected to be paid when the liabilities are settled. **Other Long-Term Employee Benefits** The liability for annual leave and long service leave not expected to be settled within 12 months of the reporting date are measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match, as closely as possible, the estimated future cash outflows. **Defined Contribution Superannuation Expense** Contributions to defined contribution superannuation plans are expensed in the period in which they are incurred.
Goods and Services Tax ('GST') and Other Similar Taxes	Revenues, expenses and assets are recognised net of the amount of associated GST, unless the GST incurred is not recoverable from the tax authority. In this case it is recognised as part of the cost of the acquisition of the asset or as part of the expense. Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the tax authority is included in other receivables or other payables in the Statement of Financial Position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to the tax authority, are presented as operating cash flows. Commitments and contingencies are disclosed net of the amount of GST recoverable from, or payable to, the tax authority.
Dividends	Dividends are recognised when declared during the financial year and no longer at the discretion of the Company
Provisions	Provisions are recognised when the consolidated entity has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured using the best estimate of amounts required to settle the obligation at the end of the reporting year.
Fair Value Measurement	When an asset or liability, financial or non-financial, is measured at fair value for recognition or disclosure purposes, the fair value is based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date; and assumes that the

ACCOUNTING POLICY	SUMMARY
	transaction will take place either: in the principal market; or in the absence of a principal market, in the most advantageous market. Fair value is measured using the assumptions that market participants would use when pricing the asset or liability, assuming they act in their economic best interests. For non-financial assets, the fair value measurement is based on its highest and best use. Valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, are used, maximising the use of relevant observable inputs and minimising the use of unobservable inputs. Assets and liabilities measured at fair value are classified into three levels, using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. Classifications are reviewed at each reporting date and transfers between levels are determined based on a reassessment of the lowest level of input that is significant to the fair value measurement. For recurring and non-recurring fair value measurements, external valuers may be used when internal expertise is either not available or when the valuation is deemed to be significant. External valuers are selected based on market knowledge and reputation. Where there is a significant change in fair value of an asset or liability from one period to another, an analysis is undertaken, which includes a verification of the major inputs applied in the latest valuation and a comparison, where applicable, with external sources of data.
Government Grants	Government grants relating to costs are deferred and recognised in profit or loss over the period necessary to match them with the costs that they are intended to compensate.
New Accounting Standards for Application in Future Periods	The Company has adopted all of the new, revised or amending Accounting Standards and Interpretations issued by the Australian Accounting Standards Board ('AASB') that are mandatory for the current reporting period. Any new, revised or amending Accounting Standards or Interpretations that are not yet mandatory have not been early adopted and the Company is in the process of assessing the impact thereof.
Critical accounting judgements, estimates and assumptions	The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts in the financial statements. Management continually evaluates its judgements and estimates in relation to assets, liabilities, contingent liabilities, revenue and expenses. Management bases its judgements, estimates and assumptions on historical experience and on other various factors, including expectations of future events, management believes to be reasonable under the circumstances. The resulting accounting judgements and estimates will seldom equal the related actual results. The judgements, estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities (refer to the respective notes) within the next financial year are discussed below. **Revenue Recognised Over Time** The consolidated entity has revenue where the performance obligation is satisfied over time. Revenue is recognised over time by measuring the progress toward complete satisfaction of that performance obligation. A single method is applied consistently for measuring progress for each performance obligation satisfied over time. Judgment is required when selecting a method (output or input methods) for measuring progress toward complete satisfaction of a performance obligation. Assessing the satisfaction of performance obligations over time requires judgment and the consideration of many criteria that should be met to qualify. Events and circumstances frequently do not occur as expected. Even if the events anticipated under the assumptions occur, actual results are still likely to be different from the estimates since other anticipated events frequently do not occur as expected and the variation may be material. **Allowance for Expected Credit Losses** The allowance for expected credit losses assessment requires a degree of estimation and judgement. It is based on the lifetime expected credit loss, grouped based on days overdue, and makes assumptions to allocate an overall expected credit loss rate for each group. These assumptions include recent sales experience and historical collection rates. **Estimation of Useful Lives of Assets** The consolidated entity determines the estimated useful lives and related depreciation and amortisation charges for its property, plant and equipment and finite life intangible assets. The useful lives could change

ACCOUNTING POLICY	SUMMARY
	significantly as a result of technical innovations or some other event. The depreciation and amortisation charge will increase where the useful lives are less than previously estimated lives, or technically obsolete or non-strategic assets that have been abandoned or sold will be written off or written down. **Impairment of Non-Financial Assets Other Than Goodwill and Other Indefinite Life Intangible Assets** The consolidated entity assesses impairment of non-financial assets other than goodwill and other indefinite life intangible assets at each reporting date by evaluating conditions specific to the consolidated entity and to the particular asset that may lead to impairment. If an impairment trigger exists, the recoverable amount of the asset is determined. This involves fair value less costs of disposal or value-in-use calculations, which incorporate a number of key estimates and assumptions. **Recovery of Deferred Tax Assets** Deferred tax assets are recognised for deductible temporary differences only if the consolidated entity considers it is probable that future taxable amounts will be available to utilise those temporary differences and losses. **Employee Benefits Provision** The liability for employee benefits expected to be settled more than 12 months from the reporting date are recognised and measured at the present value of the estimated future cash flows to be made in respect of all employees at the reporting date. In determining the present value of the liability, estimates of attrition rates and pay increases through promotion and inflation have been taken into account.

11.15 Dividend Policy

The Company's focus will be primarily on executing its growth strategy.

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 by any person, including the Directors, in relation to the payment of dividends, or that any dividends may attach franking credits. Please read the Forecast Financial Information in conjunction with the assumptions underlying its preparation as detailed in Sections 11.2(d) and 11.6 and the risk factors in Section 9.

As at the date of this Prospectus franking credits of $2,317,447 are available to shareholders for subsequent financial years.

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12 INVESTIGATING ACCOUNTANT'S REPORT

Aerison E&I Tradesman.

12. INVESTIGATING ACCOUNTANT'S REPORT

MOORE

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14 May 2021

The Directors
Aerison Group Limited and
Aerison SaleCo Limited
Level 1, 15 Altona Street
WEST PERTH WA 6005

Dear Directors

Investigating Accountant's Report

1. Introduction

This report has been prepared at the request of the Directors of Aerison Group Limited (the "Company" or "Aerison") for inclusion in a prospectus to be issued by the Company and Aerison SaleCo Limited ("SaleCo")("Prospectus") in respect of the initial public offering of fully paid ordinary shares in the Company ("Capital Raising" or "the Offer") and the listing of the Company on the Australian Securities Exchange ("ASX").

Expressions defined in the Prospectus have the same meaning in this report.

The report does not address the rights attaching to the shares to be issued in accordance with the Offer, nor the risks associated with accepting the Offer. Moore Australia Corporate Finance (WA) Pty Ltd has not been requested to consider the prospects for Aerison, nor the merits and risks associated with becoming a shareholder and accordingly has not done so, nor purports to do so.

Consequently, Moore Australia Corporate Finance (WA) Pty Ltd has not made and will not make any recommendation, through the issue of this report, to potential investors of the Company, as to the merits of the Offer and takes no responsibility for any matter or omission in the Prospectus other than responsibility for this report.

2. Scope of Report

The Directors of the Company have requested Moore Australia Corporate Finance (WA) Pty Ltd prepare an Investigating Accountant's Report on:

Statutory Historical Financial Information

The Directors have requested that Moore Australia Corporate Finance (WA) Pty Ltd review:

- The consolidated Statutory Historical Statement of Profit or Loss of Aerison for the three years ending 31 December 2018, 2019 and 2020;
- The consolidated Statutory Historical Statement of Cash flows of Aerison for the three years ending 31 December 2018, 2019 and 2020; and
- The consolidated Statutory Historical Statement of Financial Position of Aerison as at 31 December 2020;

which is collectively termed the "Statutory Historical Financial Information".

The Statutory Historical Financial Information is presented in an abbreviated form insofar as it does not include all of the disclosures required by Australian Accounting Standards applicable to financial reports in accordance with the *Corporations Act 2001*.

The Statutory Historical Financial Information has been extracted from the audited general purpose financial statements of the Company for the three years ended 31 December 2018, 2019 and 2020.

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Statutory Historical Financial Information (continued)

RSM Australia Partners ("RSM")) audited the general purpose financial statements of the Company for the three years ending 31 December 2018, 2019 and 2020. RSM issued an unmodified opinion on the financial statements for the three years ending 31 December 2018, 2019 and 2020.

The consolidated Statutory Historical Statements of Profit or Loss of Aerison for the three years ending 31 December 2018, 2019 and 2020 are included at section 11.3 of the Prospectus and are presented without adjustment.

The consolidated Statutory Historical Statements of Cash flows of Aerison for the three years ending 31 December 2018, 2019 and 2020 are included at section 11.8 of the Prospectus and are presented without adjustment.

The consolidated Statutory Historical Statement of Financial Position as at 31 December 2020 of the Company is included in section 11.11 of the Prospectus and is included without adjustment.

Pro Forma Financial Information

The Directors have requested that Moore Australia Corporate Finance (WA) Pty Ltd review:

- The consolidated Pro Forma Forecast Statement of Profit or Loss of Aerison for the year ending 31 December 2021 adjusted on the basis that the Company had been listed for the full year ending 31 December 2021 as described in section 11.2(c) of the Prospectus;
- The consolidated Pro Forma Forecast Statement of Cash Flows of Aerison for the year ending 31 December 2021 adjusted on the basis that the Company had been listed for the full year ending 31 December 2021 as described in section 11.2(c) of the Prospectus; and
- The consolidated Pro Forma Statement of Financial Position of Aerison as at 31 December 2020 adjusted to include funds to be raised pursuant to the Prospectus and the completion of certain other transactions as disclosed in section 11.2(c) of the Prospectus, as if those events and transactions occurred as at 31 December 2020.

which is collectively termed the "Pro Forma Financial Information".

The Pro Forma Forecast Statement of Profit or Loss is derived from the Forecast Statement of Profit or Loss of the Company for the year ending 31 December 2021, adjusted on the basis that the Company is listed on the ASX for the full year (as disclosed in Section 11.5). The Pro Forma Forecast Statement of Profit or Loss is provided for illustrative purposes only and is not represented as being necessarily indicative of Aerison's future financial performance.

The Pro Forma Forecast Statement of Cash Flows is derived from the Forecast Statement of Cash Flows of the Company for the year ending 31 December 2021, adjusted on the basis that the Company is listed on the ASX for the full year (as disclosed in Section 11.10). The Pro Forma Forecast Statement of Cash Flows is provided for illustrative purposes only and is not represented as being necessarily indicative of Aerison's future financial performance.

The Pro Forma Statement of Financial Position is derived from the Statutory Historical Statement of Financial Position of the Company as at 31 December 2020, adjusted on the basis of the completion of the proposed Capital Raising and the completion of certain other transactions as disclosed in Section 11.12 and 11.13, as if those events and transactions occurred as at 31 December 2020. The Pro Forma Statement of Financial Position is provided for illustrative purposes only and is not represented as being necessarily indicative of Aerison's future financial position.

Forecast Financial Information

The Directors have requested that Moore Australia Corporate Finance (WA) Pty Ltd review:

- The consolidated Forecast Statement of Profit or Loss of Aerison for the year ending 31 December 2021, as described in section 11.2(d) of the Prospectus; and
- The consolidated Forecast Statement of Cash flows of Aerison for the year ending 31 December 2021, as described in section 11.2(d) of the Prospectus.

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Forecast Financial Information (continued)

Which is collectively termed the "Forecast Financial Information".

The Forecast Financial Information of Aerison for the year ending 31 December 2021 is included in section 11.3 and 11.8 of the Prospectus. Details of the underlying best-estimate assumptions used in the preparation of the forecast are set out in section 11.6 of the Prospectus.

The Forecast Financial Information has been prepared by management and adopted by the Directors in order to provide prospective investors with a guide to the potential future performance of the Company for the year ending 31 December 2021. There is considerable judgement involved in preparing Forecast Financial Information as they relate to events and transactions that have not yet occurred, and may not occur. Actual results are likely to be different from the Forecast Financial Information as events and transactions may not occur, and frequently do not occur, as anticipated, and variations may be material.

The best-estimate assumptions used by the Directors in the preparation of the Forecast Financial Information are based on future events and transactions that the Directors expect to occur, and actions that management are expected to take, and are subject to a number of uncertainties and contingencies which may be outside of the control of the Company. Evidence may be available to support these best-estimate assumptions; however, such evidence is future orientated and often speculative in nature. As such, we express no opinion on whether the Forecast Financial Information will be achieved. The limited assurance conclusion expressed in this report has been formed on the above basis.

Prospective investors should be aware of the material risks and uncertainties in relation to an investment in the Company, which are detailed in section 9 of the Prospectus, and the inherent uncertainty relating to the Forecast Financial Information. The sensitivity analysis included in section 11.7 of the Prospectus illustrates the impact on the Forecast Financial Information of changes in the key assumptions used in its preparation.

We have assumed and relied upon the representations provided to us from management and Directors of the Company, that all material information concerning the prospects and proposed operations of the Company have been disclosed to us, and that the information provided to us and used to prepare the Forecast Financial Information is true, complete and accurate in all respects. We have no reason to believe that those representations are false.

3. Scope of Review

Directors' Responsibilities

The Directors of Aerison are responsible for the preparation and presentation of the Statutory Historical and Pro Forma financial information, including the determination of the Pro Forma transactions. The Directors are also responsible for the preparation of the Forecast Financial Information, including the best-estimate assumptions used in the preparation of the Forecast Financial Information.

This responsibility includes the operation of such internal controls as the Directors determine are necessary to enable the preparation of the Financial Information presented in the Prospectus that is free from material misstatement whether due to fraud or error.

Our Responsibilities

We have conducted our engagement in accordance with Australian Auditing Standard ASRE 2405 *Review of Historical Financial Information Other than a Financial Report*. We have also considered and complied with the requirements of ASAE 3420 *Assurance Engagements to Report on the Compilation of Pro Forma Historical Financial Information included in a Prospectus or other Document* and ASAE 3450 *Assurance Engagements involving Corporate Fundraisings and/or Prospective Financial Information*.

For the purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any Historical Financial Information used to compile the Pro forma Financial Information, nor have we, in the course of this engagement, performed an audit of the financial information used in compiling the Pro Forma Financial Information, or the Pro Forma Financial Information itself.

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Our Responsibilities (continued)

The purpose of the compilation of the Pro Forma Financial Information is solely to illustrate the impact of the proposed Capital Raising, related transactions and accounting policies on unadjusted financial information of the Company as if the event had occurred at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the proposed Capital Raising and related transactions would be as presented.

We made such inquiries and performed such procedures as we, in our professional judgement, considered reasonable in the circumstances including:

- a review of contractual arrangements;
- a review of financial statements, management accounts, work papers, accounting records and other documents, to the extent considered necessary;
- analytical procedures, to the extent considered necessary;
- a review of the audited financial statements of Aerison, including making enquiries of the auditor, to the extent considered necessary;
- a comparison of consistency in application of the recognition and measurement principles in Accounting Standards and other mandatory professional reporting requirements in Australia, with the accounting policies adopted by the Company;
- a review of the assumptions and pro forma adjustments used to compile the Pro Forma Financial Information; and
- a review of the unaudited Forecast Financial Information, to the extent considered necessary;
- a review of the best-estimate assumptions used to compile the Forecast Financial Information; and
- enquiry of Directors, management and advisors of Aerison.

These procedures do not provide all the evidence that would be required in an audit, thus the level of assurance provided is less than that given in an audit. We have not performed an audit and, accordingly, we do not express an audit opinion.

These procedures have been undertaken to form a limited assurance conclusion as to whether we have become aware that the Historical, Pro Forma and Forecast Financial Information, the best-estimate assumptions used in the preparation of the Forecast Financial Information, and the reasonableness of the Forecast Financial Information set out in section 11 of the Prospectus, do not present fairly, in all material respects, in accordance with Australian Accounting Standards and the accounting policies adopted by the Company. This view is consistent with our understanding of the financial position of the Company as at 31 December 2020, the pro forma financial position as at 31 December 2020, and of its financial results and cash flows for the three years ending 31 December 2018, 2019 and 2020, as well as our understanding of the expected performance of the Company for the year ending 31 December 2021.

4. Conclusions

Based on our review, which is not an audit:

- Nothing has come to our attention which causes us to believe that the consolidated Statutory Historical Statements of Profit or Loss of Aerison for the three years ending 31 December 2018, 2019 and 2020 as set out in section 11.3 of the Prospectus, do not present fairly the results of the Company for the periods then ended in accordance with the accounting methodologies required by Australian Accounting Standards and adopted by the Company.
- Nothing has come to our attention which causes us to believe that the consolidated Statutory Historical Statements of Cash Flows of Aerison for the three years ending 31 December 2018, 2019 and 2020, as set out in section 11.8 of the Prospectus, do not present fairly the cash flows of the Company for the periods then ended in accordance with the accounting methodologies required by Australian Accounting Standards and adopted by the Company.

MOORE

4. Conclusions (continued)

- Nothing has come to our attention which causes us to believe that the consolidated Statutory Historical Statement of Financial Position of the Company, as set out in section 11.11 of the Prospectus, does not present fairly the assets and liabilities of the Company as at 31 December 2020 in accordance with the accounting methodologies required by Australian Accounting Standards and adopted by the Company.
- Nothing has come to our attention which causes us to believe that the consolidated Pro Forma Forecast Statement of Profit or Loss of the Company for the year ending 31 December 2021, as set out in section 11.3 of the Prospectus, does not present fairly the forecast results of the Company for the year then ended in accordance with the accounting methodologies required by Australian Accounting Standards and adopted by the Company, and on the basis of assumptions and transactions set out in section 11.5 of the Prospectus.
- Nothing has come to our attention which causes us to believe that the consolidated Pro Forma Forecast Statement of Cash Flows of the Company for the year ending 31 December 2021, as set out in section 11.8 of the Prospectus, does not present fairly the forecast cash flows of the Company for the year then ended in accordance with the accounting methodologies required by Australian Accounting Standards and adopted by the Company, and on the basis of assumptions and transactions set out in section 11.10 of the Prospectus.
- Nothing has come to our attention which causes us to believe that the consolidated Pro Forma Statement of Financial Position of the Company, as set out in section 11.11 of the Prospectus, does not present fairly the assets and liabilities of the Company, as at 31 December 2020 in accordance with the accounting methodologies required by Australian Accounting Standards and adopted by the Company, and on the basis of assumptions and transactions set out in section 11.12 and 11.13 of the Prospectus.
- Nothing has come to our attention which causes us to believe that:
  - The best-estimate assumptions used in the preparation of the consolidated Forecast Statement of Profit or Loss and the consolidated Forecast Statement of Cash Flows for the Company for the year ending 31 December 2021, as described in section 11.3 and 11.8 of the Prospectus, are unreasonable;
  - In all material respects, the consolidated Forecast Statement of Profit or Loss and the consolidated Forecast Statement of Cash Flows for the Company for the year ending 31 December 2021 are not prepared on the basis of the best-estimate assumptions as described in section 11.6 of the Prospectus;
  - In all material respects, the consolidated Forecast Statement of Profit or Loss and the consolidated Forecast Statement of Cash Flows for the Company for the year ending 31 December 2021 are not presented fairly in accordance with the stated basis of preparation as described in section 11.2d of the Prospectus; and
  - The consolidated Forecast Statement of Profit or Loss and the consolidated Forecast Statement of Cash Flows for the Company for the year ending 31 December 2021 are unreasonable.

5. Subsequent Events

a) On admission to the ASX, the Company will have converted $3,750,000 in existing convertible notes to fully paid shares.

b) On or before completion of the Offer, the 500,000 Performance rights on issue as at 31 December 2020 were adjusted for the Offer share split at the rate of 1:175.787998, resulting in the number of Performance rights on issue increasing to 87,894,000. The rights holders also agreed to the cancellation 70,394,000 performance rights of a value of $80,000. This was allocated to retained earnings with the remaining 17,500,000 at a value of $20,000 remaining in the pro forma balance sheet in reserves.

To the best of our knowledge and belief, there have been no other material items, transactions or events subsequent to 31 December 2020 not otherwise disclosed in this report or the Prospectus that have come to our attention during the course of our review which would cause the information included in this report to be misleading.

MOORE

6. Other Matters

Moore Australia Corporate Finance (WA) Pty Ltd does not have any pecuniary interest that could reasonably be regarded as being capable of affecting our ability to give an unbiased opinion on this matter.

Moore Australia Corporate Finance (WA) Pty Ltd will receive a professional fee for the preparation of this Investigating Accountant's Report.

Moore Australia Corporate Finance (WA) Pty Ltd were not involved in the preparation of any other part of the Prospectus and accordingly makes no representations or warranties as to the completeness and accuracy of any information contained in any other part of the Prospectus.

Moore Australia Corporate Finance (WA) Pty Ltd consents to the inclusion of this report in the Prospectus in the form and context in which it is included. At the date of this report, this consent has not been withdrawn.

Yours faithfully

Peter Gray
Director
Moore Australia Corporate Finance (WA) Pty Ltd

MOORE

MOORE AUSTRALIA CORPORATE FINANCE (WA) PTY LTD

Australian Financial Services License No. 240773

FINANCIAL SERVICES GUIDE

This Financial Services Guide is issued in relation to our Investigating Accountants Report for Aerison Holdings Limited ("Aerison"). Our report has been prepared at the request of the Directors of Aerison for inclusion in the Prospectus to be dated 14 May 2021 in respect of the initial public offering of fully paid ordinary shares in Aerison and listing of Aerison on the Australian Securities Exchange.

Moore Australia Corporate Finance (WA) Pty Ltd

Moore Australia Corporate Finance (WA) Pty Ltd ("MACF") has been engaged by the directors of Aerison to prepare an Investigating Accountants Report in respect of the initial public offering of fully paid ordinary shares in Aerison and listing of Aerison on the Australian Securities Exchange.

MACF holds an Australian Financial Services Licence – Licence No 240773.

Financial Services Guide

As a result of our report being provided to you we are required to issue to you, as a retail client, a Financial Services Guide ("FSG"). The FSG includes information on the use of general financial product advice and is issued so as to comply with our obligations as holder of an Australian Financial Services Licence.

Financial Services we are licensed to provide

MACF holds an Australian Financial Services Licence which authorises us to provide reports for the purposes of acting for and on behalf of clients in relation to proposed or actual mergers, acquisitions, takeovers, corporate restructures or share issues, and to carry on a financial services business to provide general financial product advice for securities to retail and wholesale clients.

We provide financial product advice by virtue of an engagement to issue a report in connection with the issue of securities of a company or other entities.

Our report includes a description of the circumstances of our engagement and identifies the party who has engaged us. You have not engaged us directly but will be provided with a copy of our report as a retail client because of your connection with the matters on which our report has been issued. We do not accept instructions from retail clients and do not receive remuneration from retail clients for financial services.

Our report is provided on our own behalf as an Australian Financial Services Licensee authorised to provide the financial product advice contained in this report.

General Financial Product Advice

Our report provides general financial product advice only, and does not provide personal financial product advice, because it has been prepared without taking into account your particular personal circumstances or objectives either financial or otherwise, your financial position or your needs.

Some individuals may place a different emphasis on various aspects of potential investments.

An individual's decision in relation to the proposed transaction may be influenced by their particular circumstances and, therefore, individuals should seek independent advice.

Benefits that we may receive

We will charge fees for providing our report. The basis on which our fees will be determined has been agreed with, and will be paid by, the person who engaged us to provide the report. Our fees have been agreed on either a fixed fee or time cost basis. We estimate that our fees for the preparation of this report will be between $45,000 and $55,000 plus GST.

Remuneration or other benefits received by our employees

All our employees receive a salary. Employees may be eligible for bonuses based on overall productivity and contribution to the operation of MACF or related entities but any bonuses are not directly in connection with any assignment and in particular are not directly related to the engagement for which our report was provided.

Referrals

We do not pay commissions or provide any other benefits to any parties or person for referring customers to us in connection with the reports that we are licensed to provide.

Associations and relationships

MACF is the licensed corporate advisory arm of Moore Australia (WA) Pty Ltd, Chartered Accountants. The directors of MACF may also be partners in Moore Australia (WA) Pty Ltd Chartered, Accountants.

Moore Australia (WA) Pty Ltd, Chartered Accountants is comprised of a number of related entities that provide audit, accounting, tax, and financial advisory services to a wide range of clients.

MACF's contact details are set out on our letterhead.

MACF has previously provided Independent Advisory reports and Performance rights valuation services to Aerison.

Complaints resolution

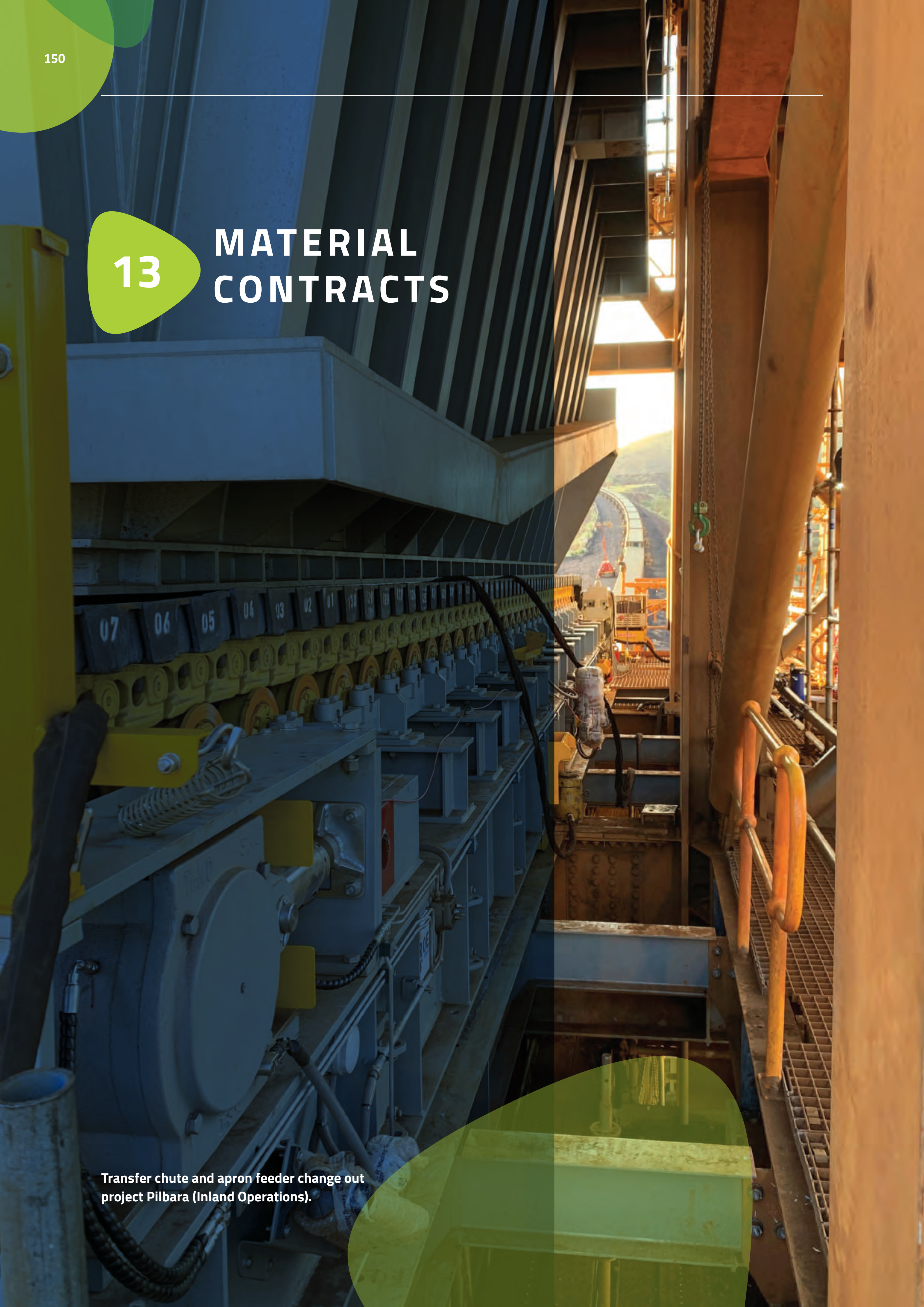
As the holder of an Australian Financial Services Licence, we are required to have a system for handling complaints from persons to whom we provide financial product advice. All complaints must be in writing, addressed to The Complaints Officer, Moore Australia (WA) Pty Ltd, PO Box 5785, St George's Terrace, Perth WA 6831.

On receipt of a written complaint we will record the complaint, acknowledge receipt of the complaint and seek to resolve the complaint as soon as practical.

If we cannot reach a satisfactory resolution, you can raise your concerns with Australian Financial Complaints Authority Limited ("AFCA"). AFCA is an independent body established to provide advice and assistance in helping resolve complaints relating to the financial services industry. MACF is a member of AFCA. AFCA may be contacted directly via the details set out below.

Australian Financial Complaints Authority Limited
GPO Box 3
Melbourne VIC 3001
Toll free: 1800 931 678
Email: info@afca.org.au

13 MATERIAL CONTRACTS



Transfer chute and apron feeder change out project Pilbara (Inland Operations).

13. MATERIAL CONTRACTS

The Directors consider that the material contracts summarised in this Section 13 are those which an investor would reasonably regard as material and which investors and their professional advisers would reasonably expect to find described in this Prospectus for the purpose of making an informed assessment of an investment in the Company under the Offer. This Section contains a summary of the material contracts and their substantive terms which are not otherwise disclosed elsewhere in this Prospectus.

These summaries are included for the information of potential investors but do not purport to be complete and are qualified by the text of the contracts themselves.

13.1 Agreements with Directors

Details of the material terms of the agreements between the Company and the Directors are set out in Section 10.5.

13.2 Other Agreements

Section 10.6 contains a summary of the terms of employment agreements with senior management.

Section 14.3 contains a summary of the deed each Selling Shareholder has entered into for the sale of the Sale Shares to SaleCo and a summary of the deed of indemnity under which the Company has indemnified SaleCo, its officers and shareholders for any loss that SaleCo may incur as a consequence of the Offer.

Section 8.18 contains a summary of the voluntary escrow deed signed by each Selling Shareholder and the Company.

13.3 Lead Manager Mandate

The Company has entered into a mandate with Peloton Capital Pty Ltd (**Peloton**) under which Peloton has agreed to act as lead manager and book-runner in connection with the Offer (**Mandate**). Under the terms of the Mandate the Company has agreed that the following will be payable to Peloton in consideration for services provided to the Company:

(a) A capital raising fee of 5% of the total amount raised by Peloton under the Offer. Peloton will in turn pay fee of up to 4% of the amount raised to external brokers participating in the Offer from that capital raising fee.
(b) A management fee of 1% of the total amount raised under the Offer.
(c) 6,000,000 Options.
(d) An advisory fee of $15,000 (plus GST) per month, commencing on 4 January 2021 and ending upon Completion.
(e) An ongoing monthly advisory fee of $10,000 (plus GST) per month, for a minimum of 12 months after Completion.

In the event that the Company terminates the Mandate prior to the conclusion of the 12 month period referred to in paragraph (e) above, the Company will be required to pay the remaining balance of the monthly advisory fee to Peloton upon termination.

Under the Mandate the Company has also granted Peloton a first right of refusal to provide it services in connection with any actual or proposed acquisition, disposition, public or private offering of securities or coin offering, initial coin offering or similar tokenised capital raising, for a period of 12 months from Completion.

The Company has agreed to indemnify Peloton and its related bodies corporate and each of their respective directors, agents, officers, employees and advisors against all claims against any of those parties, and all liabilities which may be incurred by any of those parties, in connection with Peloton's engagement by the Company or the Offer, other than to the extent such liabilities are caused, induced or contributed to by the fraud, gross negligence or wilful misconduct of Peloton or any third party.

The Lead Manager Mandate contains other standard terms which are customary in agreements of this type.

13.4 Client Contracts

The Company's operations are centred on the delivery of services and/or goods to its clients under contracts which its wholly owned subsidiary, Aerison Pty Ltd, enters into with clients that regulate each party's rights and obligations with respect to the work undertaken. For some works, Aerison Pty Ltd may be engaged under a purchase or supply order or similar document issued by the client. Aerison Pty Ltd is typically remunerated on a lump sum basis (where the contract price may be adjusted based on real quantities actually performed) or by reference to an agreed schedule of rates under the contract. Aerison Pty Ltd's contracts are of varying scope, length and value, depending upon the nature of the project or works.

Under these contracts, Aerison Pty Ltd has provided and will continue to provide representations, warranties, undertakings and indemnities to their clients in relation to the performance of its work, including that it has the requisite skills, ability and experience to undertake the contracted works.

The Group's current material client contracts are summarised below and are on customary commercial terms typical for contracts of their nature.

a) Rio Tinto Dust Asset Inspection and Repair Services

Contract Term	Description and clause reference
Brief Description	Aerison Pty Ltd has entered into a contract with Rio Tinto Services Limited ACN 004 219 738 (**Rio Tinto**) under which Aerison Pty Ltd is engaged for the inspection and repair of dust assets across Rio Tinto's operating mine sites across the Pilbara in Western Australia.
Term	The contract commenced on 1 March 2021 and is for an initial term of two (2) years with a possible extension of a further two (2) years. Rio Tinto can issue a number of supply orders and obligations to perform only arise when Rio Tinto issues a purchase order under a supply order.
Remuneration	Aerison Pty Ltd issues invoices monthly on an hourly rates basis according to an agreed schedule of rates.
Security	Aerison Pty Ltd must on request provide Rio Tinto with an unconditional and irrevocable guarantee(s) on terms acceptable to Rio Tinto.
Defects Liability Period	Aerison Pty Ltd is required to rectify to Rio Tinto's satisfaction, at Aerison's own cost and risk, any defect during the defects liability period of six (6) months after completion.
Termination	Rio Tinto may terminate the contract for convenience or any part of it, or an order or any part of it, by giving Aerison Pty Ltd at least 30 days' notice. If Aerison Pty Ltd breaches any of its obligations under the contract, Rio Tinto may give Aerison Pty Ltd a default notice requiring it to remedy the breach within a stated period followed by a termination notice at the end of that period if not remedied, or a termination notice terminating a supply order, contract or part of either with immediate effect or from a date specified. If an insolvency event occurs in relation to Aerison Pty Ltd, Rio Tinto may terminate the contract immediately, exercise its step-in rights under the contract and/or take such other steps as it considers reasonable. Rio Tinto may immediately terminate the contract if in its reasonable opinion and adverse or potentially adverse alteration occurs in Aerison Pty Ltd's financial capacity and its ability to fulfil its obligations under the contract.
Liability and Indemnity	Aerison Pty Ltd indemnifies Rio Tinto and any other member of the Rio Tinto Group and their respective personnel from all loss in connection with a number of matters including any breach of contract, negligent act or omission or act of wilful misconduct by Aerison Pty Ltd or its personnel, and any death, personal injury, physical loss or damage caused by Aerison Pty Ltd's personnel. Aerison Pty Ltd will not be liable to the extent that the loss was caused, or contributed to, by the negligent acts or omissions or wilful misconduct of Rio Tinto or a Rio Tinto group member. Aerison Pty Ltd is not liable to Rio Tinto for consequential loss other than in certain circumstances.
Suspension	Rio Tinto can suspend the provision of services under the contract and Aerison Pty Ltd may submit a claim for the extra direct costs incurred, except where due to any breach of contract by Aerison Pty Ltd or matters beyond the reasonable control of Rio Tinto.
Assignment	Aerison Pty Ltd may not assign or sub-contract the contract except with the prior written consent of Rio Tinto which may be given or withheld in its absolute discretion.

b) Eaton Industries - FMG Iron Bridge HV Switchrooms

Contract Term	Description and clause reference
Brief Description	Aerison Pty Ltd has entered into a master supply agreement with Eaton Industries Pty Ltd ACN 103 014 571 (**Eaton**) which allows Eaton to call off work orders for the supply of various goods and services. Eaton has issued a work order for the design and supply of seven (7) switchrooms for Fortescue Metals Group Ltd's Iron Bridge project in the Pilbara, Western Australia.
Term	The contract commenced on 22 May 2020 and has an expiry date of 21 May 2023. The contract can be extended by two (2) successive one (1) year periods.
Remuneration	Aerison Pty Ltd invoices Eaton an agreed lump sum upon the completion of milestones as defined in the work order for each switchroom.
Security	Aerison Pty Ltd is required to provide as security two bank guarantees for 5% each of the fees under the work order. Eaton will return half of the security after delivery of the goods and the balance will be released within 15 days after the expiry of the defects liability period.
Defects Liability Period	During the defects liability period, if there are any defects or faults in the goods supplied, Eaton may serve written notice specifying the defect or fault and require Aerison Pty Ltd to either replace the goods or rectify the defect, at its sole cost. The defects liability period commences on the delivery of the goods and ends on the earlier of 24 months from delivery or 18 months from acceptance (as that term is defined in the head contract).
Termination	Either party may terminate the contract immediately if the other party becomes insolvent or there is a substantial change in shareholder control or ownership of the other party which adversely affects that party's ability to perform under the contract. Eaton may terminate the contract immediately on written notice if Aerison Pty Ltd breaches the contract if it is incapable of remedy or not rectified within 10 business days or if it engages in conduct which, in Eaton's reasonable opinion reflects unfavourably on Eaton's reputation. Eaton may terminate the contract without cause on no less than three (3) months' written notice to Aerison Pty Ltd. Upon written notice Eaton may terminate all or part of the order for its convenience or if Aerison Pty Ltd defaults under the order which is not cured within seven (7) days, or in the event of Aerison Pty Ltd's suspension of business or an insolvency event in relation to it occurs.
Liability and Indemnity	Aerison Pty Ltd indemnifies Eaton and its related bodies corporate (together the Indemnified Persons) from all losses incurred in connection with Aerison Pty Ltd's breach of contract or any law, or personal injury, death or property damage caused or contributed to by Aerison Pty Ltd in connection with the contract. Liability is reduced by the extent the acts, omissions or negligence of Eaton caused or contributed to the loss or damage. Neither party will be liable to the other for any consequential loss.
Liquidated Damages	If Aerison Pty Ltd does not deliver the goods to Eaton by the delivery date it is liable to pay Eaton liquidated damages at the rate set out in the work order for every working day it is late. A work order provides liquidated damages are capped at 15% of the fees payable under the work order.
Assignment	Aerison Pty Ltd may not assign its interest in the contract or subcontract all or any part other than with the advanced written consent of Eaton which may be given or withheld in its absolute discretion.

c) Rio Tinto Construction Services Contract

Contract Term	Description and clause reference
Brief Description	Aerison Pty Ltd has entered into a master services contract with Rio Tinto Services Limited ACN 004 219 738 (**Rio Tinto**) to provide construction services for the delivery of sustaining capital projects relating to structural, mechanical, piping and any other related disciplines across the Pilbara, Western Australia.
Term	The contract commenced on 1 October 2020 with a three (3) year term and provision for a one (1) year extension plus a one (1) year option. To requisition work Rio Tinto issues a call-off statement of work under the contract during the term.
Remuneration	Rio Tinto will determine the method(s) of remuneration (which may be a single or combination of a lump sum basis and/or a schedule of rates basis) for the performance of the works as detailed in each call-off statement of work.
Security	Aerison Pty Ltd must within 10 working days of works commencement, lodge two (2) unconditional irrevocable bank guarantees in total equal to 10% of the contract price. The security will be progressively released after practical completion and final completion.
Defects Liability Period	Rio Tinto may give Aerison Pty Ltd notice during the defects liability period of one year after work completion, requiring Aerison Pty Ltd to make good any defects or omissions in the Works or at any time prior to completion of the works.
Termination	Rio Tinto may at any time, in its absolute discretion including for the purposes of having the subject matter of the contract performed by itself or another contractor, terminate any individual call-off statement of works in whole or in part, or the contract (as applicable) by giving Aerison Pty Ltd not less than 15 working days' notice. If Aerison Pty Ltd fails to remedy a breach or provide adequate assurance of a remedy within 10 working days of a default notice, Rio Tinto may immediately terminate the whole or any part of any individual call-off statement of work(s) or terminate the whole or any part of the contract and/or suspend payment under any individual call-off statement of works or the contract until the breach has been remedied. Rio Tinto may at any time following receipt of notice of an insolvency event of Aerison Pty Ltd, terminate any individual call-off statement of works or the contract immediately, or exercise its step-in rights described in the contract and/or take such other steps as Rio Tinto considers reasonable in the circumstances.
Liability and Indemnity	Aerison Pty Ltd indemnifies Rio Tinto and its personnel against all liabilities caused directly or indirectly by any breach by Aerison Pty Ltd or its personnel of the contract, any illness, injury or death of any person, or any loss or destruction of or damage to any property which is caused by Aerison Pty Ltd or its personnel. To the maximum extent permitted by law, Aerison Pty Ltd's total aggregate liability to Rio Tinto under the applicable call-off statement of works is limited to the contract price except for certain exempt liabilities that include liability for personal injury or death, or loss of or damage to third party property. Neither party will be liable to the other party for consequential loss except for any exempt liability.
Liquidated Damages	Each call-off statement of works details liquidated damages per day or part thereof for failure to complete all of the works on time, the maximum payable is expressed as a percentage cap of the contract price and liquidated damages payable per day or part thereof for failure to complete a separable part of the works on time.
Suspension	Rio Tinto can suspend performance of the works under the contract and Aerison Pty Ltd is entitled to recover its resulting reasonable and properly incurred costs.

Contract Term	Description and clause reference
Assignment	Aerison Pty Ltd may not assign or novate the contract or any individual call-off statement of works or any part of it except with the prior written consent of Rio Tinto, which is in its absolute discretion.

d) Laing O'Rourke - Koodaideri Phase 1 Mine Plant

Contract Term	Description and clause reference
Brief Description	Aerison Pty Ltd has entered into a manufacture and supply contract with Laing O'Rourke Australia Construction Pty Limited ACN 112 099 000 (**Laing O'Rourke**) for structural, mechanical and piping services on dust collector modules in connection with the Koodaideri Phase 1 Mine Plant in the Pilbara, Western Australia, which is being delivered for Rio Tinto/Mount Bruce Mining Pty Limited ACN 008 714 010.
Term	The contract commenced on 17 August 2020 and the latest delivery date for the dust collector modules is 15 June 2021.
Remuneration	Aerison Pty Ltd issues a progress claim on the last calendar day of each month for goods that achieve the payment milestones on a lump sum basis as described in the contract.
Security	Aerison Pty Ltd provides security by Laing O'Rourke withholding a 10% cash retention from any payment or otherwise until 5% of the contract sum is retained. Thereafter 50% of the security will be released to within one (1) month of the expiry of the acceptance test period, and 50% of the security will be released in accordance with the defect liability period specified in the contract.
Defects Liability Period	Aerison Pty Ltd must make good at its own expense all defects in the goods prior to the end of the defects liability period of 12 months from the relevant date.
Termination	If Aerison Pty Ltd commits an act of bankruptcy or insolvency, enters into a compromise with its creditors or is unable to pay its debts when they fall due, wholly or partly suspends the supply of goods without reasonable cause, or breaches certain obligations which it fails remedy within five (5) days of notice, then Laing O'Rourke may terminate the contract. Laing O'Rourke may for its convenience, by written notice to Aerison Pty Ltd effective on the date set out in the notice, terminate the contract at any time.
Liability and Indemnity	Aerison Pty Ltd indemnifies Laing O'Rourke against all liabilities as a result of personal injury, illness to or death of any person, loss or damage to or loss of use of any real or personal property, and any breach of the contract in connection with any act or omission of Aerison Pty Ltd or its personnel. If a breach of the contract by Aerison Pty Ltd causes or contributes to Laing O'Rourke becoming liable to pay damages under the head contract Aerison Pty Ltd is liable for and will indemnify Laing O'Rourke against any liability Laing O'Rourke is liable to pay. Consequential loss has not been excluded from liability.
Liquidated Damages	If Aerison Pty Ltd fails to achieve delivery by the delivery date, it must pay liquidated damages of $5,000.00 for every day late until and including the date of delivery or the date the contract is terminated (whichever first occurs). Liquidated damages are capped at 5% of the contract sum.

Contract Term	Description and clause reference
Suspension	Laing O'Rourke may at any time suspend performance of Aerison Pty Ltd's obligations under the contract. If it does not arise from an act or omission of Aerison Pty Ltd or its personnel, Aerison Pty Ltd is entitled to be paid the extra costs reasonably incurred as a result.
Assignment	The rights and obligations of Aerison Pty Ltd under the contract cannot be assigned without the prior written consent of Laing O'Rourke.

e) CITIC Pacific Mining Management - Provision of Labour Hire Services, Sino Iron Project

Contract Term	Description and clause reference
Brief Description	Aerison Pty Ltd has entered into a contract with CITIC Pacific Mining Management Pty Ltd ACN 119 578 371 (**CITIC**) for the provision of labour hire services and ancillary goods on a non-exclusive basis for various ad-hoc services and maintenance activities, and to ensure availability of qualified, skilled personnel for shutdowns at CITIC's Sino Iron Project located in the Pilbara, Western Australia.
Term	The contract commenced on 15 February 2021 and has a two (2) year term. CITIC may extend the term of the contract by 12 months (or part thereof).
Remuneration	Works are requisitioned by an agreed services request followed by a purchase order issued by CITIC in accordance with the schedule of rates set out in the contract. Aerison Pty Ltd issues invoices monthly for services completed during each calendar month.
Defects Liability Period	If during the term or within 12 months after termination of the contract, CITIC becomes aware of any defective services then Aerison Pty Ltd must make good the defective services at its cost.
Termination	CITIC may, at any time and for any reason, at its sole and absolute discretion, terminate the contract on not less than 30 days' notice. If Aerison Pty Ltd breaches the contract, CITIC may serve a notice of default on Aerison Pty Ltd which, if the default is not remedied within 30 days, entitles CITIC to elect to wholly or partly suspend payment until the breach has been remedied, or take such action as necessary to cure the breach at Aerison Pty Ltd's cost or terminate the contract or any part of it with effect from a specified date. If an insolvency event occurs in relation to Aerison Pty Ltd, CITIC may terminate the contract immediately.
Liability and Indemnity	Aerison Pty Ltd indemnifies CITIC, each end user and their respective personnel (Indemnified Parties) from all liabilities arising from various events which includes any claim against CITIC arising out of or caused by Aerison Pty Ltd, a breach of contract by Aerison Pty Ltd or its personnel or any negligent act or omission or wilful misconduct by Aerison Pty Ltd or its personnel and any clean-up, decontamination or remediation actions taken by CITIC as a result of environmental damage in association with the performance or non-performance of Aerison Pty Ltd's obligations under the contract. Aerison Pty Ltd is not liable to the extent the liability was caused or contributed to by CITIC's or an end user's negligent acts or omissions or wilful misconduct. Neither CITIC or Aerison Pty Ltd is liable to each other for any consequential loss, except this does not limit Aerison Pty Ltd's liability in certain circumstances.
Suspension	CITIC may by written notice suspend part or the whole of the services for such time as it thinks fit and Aerison Pty ltd will be entitled to its out of pocket expenses incurred solely as a result.

Contract Term	Description and clause reference
Assignment	Aerison Pty Ltd must not assign or subcontract all or any part of the contract without the prior written consent of CITIC, which is at its discretion.

f) Newmont Services Contract - General Maintenance, Electrical and Shutdown Labour

Contract Term	Description and clause reference
Brief Description	Aerison Pty Ltd has entered into a contract with Newmont Goldcorp Services Pty Ltd ACN 008 087 778 (now known as Newmont Mining Services Pty Ltd) (**Newmont**) to provide services and goods in relation to general maintenance, electrical, and shutdown labour to Newmont's Boddington Gold mine site in Western Australia. Newmont may direct Aerison Pty Ltd to undertake general installation work consisting of supply, repairs, fabrication and commissioning to plant and equipment on the Newmont premises as described in each technical instruction, work order and the scope of work.
Term	The contract commenced on 1 July 2019 and expires on 31 July 2022. It can be extended by Newmont in its absolute discretion for a further term of two (2) years followed by a further term of 12 months.
Remuneration	The contract contains an agreed schedule of rates. Newmont requisitions works by issuing service orders. Aerison Pty Ltd issues a draft progress claim within 7 days of completion of the services, or within 7 days of the end of the preceding month.
Defects Liability Period	Aerison Pty Ltd warrants the goods and services against any defect that arises in the defects liability period of 12 months commencing from the date that the service is performed or the good is accepted by Newmont in writing.
Termination	Newmont may at any time, in its absolute discretion, terminate the contract in whole or in part by giving Aerison Pty Ltd not less than 30 days' prior written notice. If Aerison Pty Ltd breaches the contract, Newmont may serve a default notice stating the breach and either require it to be remedied within 10 or more days or state that the breach is incapable of remedy. If the breach is not remedied within that period or is incapable of remedy, Newmont may elect to wholly or partly suspend payment under the contract until the breach is remedied or take such action as Newmont deems necessary to cure the breach or terminate the contract either in whole or in part from a specified date. Newmont may terminate the contract with immediate effect if certain events occur in relation to Aerison Pty Ltd such as an insolvency event or if Aerison Pty Ltd breaches a specified essential term of the contract.
Liability and Indemnity	Aerison indemnifies Newmont and other Newmont indemnified parties (**Newmont Indemnified Parties**) from all liabilities incurred arising from various events including the performance, non-performance or breach by Aerison Pty Ltd or its personnel of the contract or a service order, or the negligence or any act or omission of, or wilful misconduct by, Aerison Pty Ltd or its personnel connected to the performance or non-performance of the contract or a service order. Aerison Pty Ltd will not be liable for any liability to the extent it arises directly from the Newmont Indemnified Party's wilful misconduct. Neither party will be liable to the other for any consequential loss, except this does not limit Aerison Pty Ltd's liability in certain circumstances.
Suspension	Newmont can suspend performance of all or any part of the services at any time and Aerison Pty Ltd can seek reimbursement of its actual costs reasonably incurred and an agreed standby charge for actual costs for personnel and equipment.

Contract Term	Description and clause reference
Assignment	Aerison Pty Ltd must not assign all or any of its obligations under the contract without the prior written consent of Newmont, which is in its absolute discretion.

g) Rio Tinto - Yandi Chiller Upgrade

Contract Term	Description and clause reference
Brief Description	Aerison Pty Ltd has entered into a contract with Rio Tinto Services Limited ACN 004 219 738 (**Rio Tinto**) for the design, supply, installation and commissioning of new tertiary crusher chiller units and pipework for Rio Tinto's Iron Ore Yandicoogina Mine in the Pilbara, Western Australia.
Term	The contract commenced on 20 November 2020 and has an initial term of one (1) year. Supply orders are called off by Rio Tinto under the contract.
Remuneration	Aerison Pty Ltd will invoice monthly for each month the supply has been performed. The contract price is a lump sum.
Security	Aerison Pty Ltd must on request provide Rio Tinto with an unconditional and irrevocable guarantee(s) that remains until all of its contractual obligations are fulfilled.
Defects Liability Period	During the term or the defects liability period of 12 months from work completion Rio Tinto may require Aerison Pty Ltd at its cost to rectify any defects.
Termination	Rio Tinto may terminate the contract or order or any part of either, by giving Aerison Pty Ltd at least 30 days' notice. If Aerison Pty Ltd breaches the contract, Rio Tinto may give Aerison Pty Ltd a default notice requiring it to remedy the breach within a stated period, followed by a termination notice at the end of that period if it is not remedied, or give Aerison Pty Ltd a termination notice terminating an order, contract or part of either with immediate effect or from a date specified. Rio Tinto may at any time following an insolvency event in relation to Aerison Pty Ltd terminate the contract immediately, exercise its step-in rights set out in the contract or take other steps Rio Tinto considers reasonable.
Liability and Indemnity	Aerison Pty Ltd indemnifies Rio Tinto and its personnel against all liabilities caused by any breach by Aerison Pty Ltd or its personnel of contract, any illness, injury or death of any person, or any loss or destruction of or damage to any property which is caused by Aerison Pty Ltd or its personnel or the negligent acts or omissions or wilful default of Aerison Pty Ltd or its personnel. Aerison Pty Ltd will not be liable to the extent that the loss was caused, or contributed to, by the negligent acts or omissions or wilful misconduct of Rio Tinto or a Rio Tinto user. Consequential loss has not been excluded.
Assignment	Aerison Pty Ltd must not assign or subcontract all or any of its rights, benefits or obligations under the contract without Rio Tinto's prior written consent which is in its discretion.

h) Rio Tinto Western Turner Syncline Phase 2 Stage 2 Project

Contract Term	Description and clause reference
Brief Description	Aerison Pty Ltd has entered into a construction contract with Hamersley Iron Pty Ltd Limited ACN 004 558 276 (**Rio Tinto**). The works comprise the supply, manufacture and installation of structural, mechanical, piping, electrical, instrumentation and communications works for upgrades to the existing Western Turner Syncline Phase 1 (**WTS1**) overland conveying system as part of the WTS2 Project in the Pilbara, Western Australia. The contract provides for an "Engineer" who is appointed by, and is entitled to act in the best interests of, Rio Tinto.
Term	The contract commenced on 20 November 2020 and has a completion date of 27 October 2021.
Remuneration	The contract price is a lump sum. On the first day of each month Aerison Pty Ltd will submit a progress claim for amounts due to it in accordance with the agreed pricing schedule.
Security	Aerison Pty Ltd has provided Rio Tinto with two (2) unconditional irrevocable bank guarantees for an aggregate amount equal to 10% of the contract price. Rio Tinto will retain from payments due to Aerison Pty Ltd 15% of the contract price less the value of security provided.
Defects Liability Period	Aerison Pty Ltd must at its own expense make good or replace the works or any part of the works that are defective during the defects liability period of 12 months from work completion.
Termination	Rio Tinto may at any time, in its absolute discretion terminate the contract in whole or in part by giving not less than 15 working days' notice. If Aerison Pty Ltd breaches the contract the Engineer or Rio Tinto may send a default notice requiring a breach be remedied, or if not capable of remedy, it may immediately terminate the contract. If Aerison Pty Ltd fails to adequately remedy the breach or give adequate assurance it will be remedied within 10 working days, Rio Tinto may terminate the whole or any part of the contract or suspend payment under the contract until the breach has been remedied. If an insolvency event occurs in relation to Aerison Pty Ltd, Rio Tinto may at any time terminate the contract immediately, exercise Rio Tinto's step-in rights described in the contract and/or take such other steps as Rio Tinto considers reasonable.
Liability and Indemnity	Aerison Pty Ltd indemnifies Rio Tinto and its personnel against all liabilities caused by any breach of contract by it or its personnel or any illness, injury or death of any person, or any loss or destruction of or damage to any property, which is caused by Aerison Pty Ltd or its personnel. To the maximum extent permitted by law, Aerison Pty Ltd's total aggregate liability is limited to the contract price but this will not reduce Aerison's liability for any exempt liability which includes liability for personal injury or death, or loss of or damage to third party property. To the maximum extent permitted by law, neither party will be liable to the other party for consequential loss except for any exempt liability.
Liquidated Damages	Liquidated damages only apply to one milestone of the separable part of the works at the rate of $90,000 per day delay up to a cap of 5% of the contract price.
Suspension	Rio Tinto can suspend performance of work under the contract. Aerison Pty Ltd is entitled to stand by rates agreed in the contract or, in their absence, its direct and reasonable costs arising from the suspension.
Assignment	Aerison Pty Ltd may not assign or novate the contract or any part of it except with the prior written consent of Rio Tinto which is in its discretion.

i) BHP Nickel West- PLNSP Project

Contract Term	Description and clause reference
Brief Description	Aerison Pty Ltd has entered into a construction contract with BHP Nickel West ACN 004 184 598 (**BHP**) for BHP's Powder Leach Nickel Sulphate Project (**PLNSP**), is located within the Kwinana industrial area at BHP's nickel refinery in Western Australia.
Term	The contract commenced on 28 February 2019. The current date for practical completion is 31 May 2021.
Remuneration	Payment claims are submitted within 5 business days of month end and include remuneration on re-measurable quantities and unit rates, and for approved variations. Payment is made according to provisional sums agreed in the contract.
Security	An unconditional and irrevocable bank guarantee is required for 10% of the contract price to guarantee performance of the contract works.
Defects Liability Period	If at any time prior to the expiration of the defects correction period of 12 months following the date of practical completion, BHP considers there to be a defect, Aerison Pty Ltd is liable for the cost of that defect.
Termination	BHP may, in its absolute discretion, and without being obliged to give any reasons, end the contract at any time by giving written notice to Aerison Pty Ltd. BHP may immediately end the contract by notice in writing if Aerison Pty Ltd does not perform a material obligation as required and, if capable of remedy BHP, has provided a notice of default which it fails to remedy within the time specified in the notice, or an insolvency event occurs in relation to Aerison Pty Ltd or Aerison Pty Ltd does not achieve practical completion by the required date.
Liability and Indemnity	Aerison Pty Ltd indemnifies BHP from all claims, proceedings, demands and actions made against the BHP arising in connection with any breach of contract by Aerison Pty Ltd or any negligent act or omission by Aerison Pty Ltd or its personnel, except to the extent caused by the breach or negligent act or omission of BHP or BHP's personnel. Except for certain exclusions Aerison Pty Ltd's liability to BHP in connection with the contract is limited to the contract price. Except for certain exclusions neither party will be liable to the other for consequential loss.
Liquidated Damages	If Aerison Pty Ltd fails to achieve practical completion by the required date it is liable for liquidated damages at the rate of 1% of the contract price per week up to a limit of 5% of the contract price. If Aerison Pty Ltd reassigns key personnel (as specified in the contract) to other projects liquidated damages of either \$50,000 or \$20,000 (depending on the identity of the key personnel) are payable.
Suspension	BHP can suspend all or part of the work under the contract. Aerison Pty Ltd is entitled to a payment of a sum to be agreed or reasonable and verifiable costs incurred directly as a result of suspension.
Assignment	Aerison Pty Ltd cannot assign any of its rights, interests or obligations under the contract without the prior written consent of BHP, which consent must not be unreasonably withheld.

13.5 Finance Facilities

Aerison utilises bank debt to fund its business operations. The Directors expect that the Company will be able to meet its interest payments and fees under its debt facilities from earnings.

Set out below is a summary of the material debt finance arrangements which a Group Company is a party to at the date of this Prospectus.

a) Commonwealth Bank of Australia Facility Agreement

Agreement Term	Description and clause reference
Brief Description	Aerison Pty Ltd has entered into a Debt and Contingent Liability Facility with the Commonwealth Bank of Australia ACN 123 123 124 (**CBA**) with a total facility limit of $36,000,000 (**CBA Facility**).
Security	The CBA Facility is secured by a first ranking general security deed over Aerison Pty Ltd, Aerison Holdings Pty Ltd, Aerison Services Pty Ltd and the Company. The guarantors to the CBA Facility are Aerison Holdings Pty Ltd, Aerison Services Pty Ltd, the Company, S2S Investment Holdings Pty Ltd in its personal capacity and as a trustee of the S2S Investment Trust, Mr Giuseppe Leone, Mr Daniel Hibbs, Araosc Financial Investments Pty Ltd in its personal capacity and as the trustee for the Hibbs Family Trust, and Daniel Haydn Hibbs. CBA has entered into a priority deed which establishes CBA's priority over EFIC's debt and security.
Term	The CBA Facility expires in February 2022. Whilst the end date for the CBA Facility is within 12 months of the date of this Prospectus, the Company considers the prospects of extending the expiry date or refinancing on the same or substantially similar terms to be likely based on its correspondence to date with CBA.
Arrangements under the CBA Facility	
CBA Facility	The CBA Facility is made up of the: (1) Overdraft Facility ($5,000,000 limit); (2) Trade Finance Facility ($15,000,000 limit); and (3) Contingent Liability Facility ($16,000,000 limit), summaries of the material terms of which are set out below.
$5,000,000 Overdraft Facility	**Purpose:** To assist with the working capital requirements of Aerison Pty Ltd. **Facility Limit:** $5,000,000. **Amount Outstanding as at 31 March 2021:** Nil **Fees and Interest:** This facility is subject to a line fee of 1.12% per annum (payable quarterly in arrears). Any overdrawn funds are subject to an overdraft index rate (as published by CBA) minus a margin of 1.08% per annum. At the date of this Prospectus the interest applicable to the overdrawn amount is 6.60%.
$15,000,000 Trade Finance Facility	**Purpose:** To assist with the trade financing requirements of Aerison Pty Ltd. **Facility Limit**: $15,000,000 whereby 90% of the insured amount of each approved debtor accepted invoice issued by Aerison Pty Ltd is financed by CBA. **Amount Outstanding as at 31 March 2021:** $9,946,608. **Fees and Interest:** This facility is subject to a line fee of 1.50% per annum (payable quarterly in arrears) calculated on the Facility Limit. The interest rate is the Australian Bank Bill Swap Reference Rate (Bid) for the relevant period plus a usage margin of 1.75% per annum. Interest will be calculated on the amount of the advance for the number of days it is drawn and is payable at maturity. The rate will be set on the date of the advance and is fixed for the full term of the advance. Other fees are payable in accordance with CBA's Trade Transaction Fees Brochure.

Agreement Term	Description and clause reference
$16,000,000 Contingent Liability Facility	**Purpose:** To assist with performance and warranty bonding requirements of Aerison Pty Ltd. Before issuing a bank guarantee CBA must receive either (i) an on demand guarantee (or its equivalent) issued by a party acceptable to CBA in its favour providing 50% security coverage or (ii) cash cover for not less than 50% face value, in a form and substance acceptable to it. **Facility Limit:** $16,000,000. **Amount Outstanding as at 31 March 2021:** $7,580,509. **Fees:** An issuance fee is payable of 0.25% per annum on the face amount of each bank guarantee or $250 (whichever is greater) and a bank guarantee fee payable half yearly of 2.5% per annum on the amount of each bank guarantee from the date of issue of until expiry or repayment.
Material Terms of the Commonwealth Bank of Australia Facility Agreement	
Interest and Payment of Interest	Unless otherwise stated interest is calculated on the last calendar day of each month and charged the next day. If interest is payable in advance it is charged on the first day of the advance period, and for the whole period, on the first day.
Representations, warranties and Undertakings	Under the CBA Facility, Aerison Pty Ltd, the Company and the guarantors (which includes other Group Companies) have given standard representations, warranties and undertakings for facilities of this kind and include the financial covenants set out below. Covenants also include the requirement to provide periodic financial reports., a detailed project schedule for all contracts entered by a Group Company exceeding a value of $10,000,000 and that without CBA's prior written consent a Group Company cannot enter into a contract exceeding a value of over $50,000,000. The following financial covenants must be complied with at all times and are assessed for the Group by CBA as at the end of each calendar quarter (noting items used in the calculations are defined in the CBA Facility):

Agreement Term	Description and clause reference
Covenants	**Covenants** / **Details**
	Debt Service Cover Ratio: The Debt Service Cover Ratio as at each quarterly date is not less than 1.75:1.00. This ratio is calculated as EBITDA divided by Debt Service. EBITDA is calculated on a rolling 12 month basis. CBA reserves the right to review the Debt Service Cover Ratio at any time. The Debt Service Cover Ratio as at 31 March 2021 was 3.8.
	Leverage Ratio: The Leverage Ratio is less than: (1) 3:00:1.00 as at 31 March 2021; (2) 2.75:1:00 as at 30 June 2021; and (3) 2.50:1:00 as at each quarterly date occurring on and from 30 September 2021. This ratio is calculated as Adjusted Gross Debt divided by EBITDA. EBITDA is calculated on a rolling 12 month basis. The Leverage Ratio as at 31 March 2021 was 1.2.
	Liquidity Ratio: The Liquidity Ratio is greater than or equal to 1.00:1.00 at all times. This ratio is calculated as Relevant Current Assets divided by Current Liabilities. The Liquidity Ratio as at 31 March 2021 was 1.02.
	Tangible Net Worth: The Tangible Net Worth is not less than: (1) $17,000,000 at all times until and including 30 June 2021; and (2) $30,000,000 at all times on and from 1 July 2021. This ratio is calculated as the value of issued capital retained earnings less the value of intangible assets and any declared dividend not yet paid. The Tangible Net Worth as at 31 March 2021 was $21,250,000.
Review Event	If a review event occurs Aerison Pty Ltd must notify CBA, which is entitled to review the provision of any or all of the facilities and the terms upon which they are provided, including whether they should continue. In doing so the CBA must consult with Aerison Pty Ltd for 30 days to determine a course of action. A review event is defined in line with customary review events for a facility of this type including (whether or not within a person's control) a change in the person(s) who control Aerison Pty Ltd or a corporate guarantor, a contract of the Group is disputed or terminated and is likely to result in the EBITDA for any 12 month period being reduced by not less than 5% of the expected EBITDA for that period or there are unacceptable material changes in the ownership or management of a corporate guarantor or any related party of Aerison Pty Ltd. If a course of action is agreed following consultation, CBA will not exercise its rights unless Aerison Pty Ltd fails to take the agreed action or it is determined by CBA to have been ineffective. If following consultation CBA determines in its absolute discretion that it will not continue to provide the facilities, CBA may on 90 days' written notice (i) cancel the CBA Facility limits (ii) declare that all or part of the money owing be immediately due and payable and/or (iii) declare that cash cover in respect of each bank guarantee issued is immediately due and payable.

Agreement Term	Description and clause reference
Events of Default	An event of default is broadly defined in line with usual review events which are customary for a facility of this type, whether or not within a person's control. Events of default apply to any Group member or guarantor and include a failure to make any payments due to CBA, breach of the CBA Facility or any security agreement, a failure to maintain the financial covenants, anything occurs which could reasonably have a material adverse effect, any enforcement of security, a party to the CBA Facility being, or presumed or deemed to be, unable or admitting inability to pay its debts as they fall due, and (including any analogous step or procedure being taken to the following) having an administrator, receiver, liquidator, trustee in bankruptcy or similar officer appointed. If an Event of Default continues CBA may take various steps including to: (i) reduce the facility limits (ii) cancel the facility limits (iii) declare that all or part of the money owing be immediately due and payable and/or (iv) anything else the law permits CBA to do, including enforce any security.
Indemnity	Aerison Pty Ltd will (or will procure that a Group member or guarantor will) indemnify CBA on demand against all claims which may be brought or made against CBA, and all losses CBA may become liable for because it makes a facility available to Aerison Pty Ltd or it exercises its right to terminate any facility, including arising from any Event of Default, Review Event or breach of the CBA Facility (including loss of profit in relation to the finance documents). Liability is reduced to the extent of CBA's negligence, wilful misconduct or fraud.

b) Master Asset Finance Agreement with the Commonwealth Bank of Australia

Agreement Term	Description and clause reference
Brief Description and Facility Limit	This facility provided by CBA comprises of a master agreement with a $5,000,000 limit under which Aerison Pty Ltd may enter into an individual contract for asset finance for each asset acquired through this facility (**CBA Asset Finance Facility**). The limit may be withdrawn at any time but will not affect any contracts already in existence at the time of withdrawal. Any offer by Aerison Pty Ltd to enter into a contract with CBA is at CBA's discretion and is subject to CBA's satisfaction with the asset, supplier, asset valuation and supplier invoice.
Covenants and Undertaking	Under the CBA Asset Finance Facility Aerison Pty Ltd, the Company and the guarantors (which includes other Group Companies) have given standard representations, warranties and undertakings which are customary for facilities of its type including obligations on Aerison Pty Ltd regarding the use, maintenance and insurance of assets acquired through it.
Events of Default	An event of default is defined and is in line with usual events of default customary for a facility of this type, whether or not within a person's control. Events of default included are broadly similar in effect to the events of default in the CBA Facility described in Section 13.5(a) and include where ownership or control of a security party materially and unacceptably changes without CBA's consent (not to be unreasonably withheld), except that CBA must give Aerison Pty Ltd 30 days' notice to remedy the default other than in certain circumstances, such as where CBA reasonably believes the default cannot be remedied.
Security	The CBA Asset Finance Facility is secured by a general security deed with each of Aerison Pty Ltd, Aerison Holdings Pty Ltd, Aerison Services Pty Ltd and the Company comprising a second ranking charge over all present and after acquired property and on the case of Aerison Pty Ltd includes a charge over other managed insurance bond. The guarantors are Aerison Holdings Pty Ltd, Aerison Services Pty Ltd, the Company, S2S Investment Holdings Pty Ltd in its personal capacity and as a trustee of the S2S

Agreement Term	Description and clause reference
	Investment Trust, Mr Giuseppe Leone, Mr Daniel Hibbs and Araosc Financial Investments Pty Ltd in its personal capacity and as the trustee for the Hibbs Family Trust.
Indemnity	Aerison Pty Ltd indemnifies CBA against all loss (including consequential or economic loss) due to various events including Aerison Pty Ltd possessing, using and operating the goods purchased (including death or injury to a person or damage to property or the environment), CBA exercising its rights under the CBA Asset Finance Facility or Aerison Pty Ltd breaching or repudiating the CBA Asset Finance Facility.
Term	The CBA Asset Finance facility limit may be withdrawn at any time but will not affect any contracts already in existence at the time of withdrawal.

As at 31 March 2021 $74,117 has been utilised under the CBA Asset Finance Facility.

c) Export Finance and Insurance Corporation Business Bond Facility

Facility Term	Description and clause reference
Brief Description and Facility Limit	Aerison Pty Ltd has entered into a Bond Facility Agreement with Export Finance and Insurance Corporation ABN 96 874 024 697 (established under the *Export Finance and Insurance Corporation Act 1991* (Cth)) (**EFIC**) with a total facility limit of $4,690,000 (**EFIC Facility**).
Purpose	To provide an uncommitted bonding line facility and provide security to CBA for bank guarantees issued to various clients of the Group.
Bonds Outstanding	As at 31 March 2021 bonds issued under the EFIC Facility (**Bonds**) of $3,988,202 remain in place as security against bonds issued by CBA under the CBA Facility referred to in Section 13.5(a) above.
Bond Fee	Except as otherwise notified by EFIC, the Bond fee for each Bond is: (i) in respect of the portion of the Uncovered Amount outstanding under a Bond due to expire on a date that falls on or before the first anniversary of the date on which that Bond is issued, 4.50% per annum; (ii) in respect of the portion of the Uncovered Amount outstanding under a Bond due to expire on a date that falls after the first anniversary of the date on which that Bond is issued, 5.00% per annum; and (iii) 0.50% per annum on the Covered Amount. The Bond Fee accrues daily and is payable in arrears on the 15th day of March, June, September and December of each year and on the Bond release date. A documentation fee of $900 per Bond is also payable on each issue of a Bond. **Defined Terms**: The following terms are defined in the EFIC Facility: "*Bond Security Cover*" means Cash Cover provided to EFIC as collateral or an unconditional letter of credit, bank guarantee, bond or indemnity in favour of EFIC, in form and substance acceptable to it. "*Cash Cover*" means any cash amount paid by Aerison Pty Ltd or any other person to EFIC in immediately available funds in respect of any outstanding liability in relation to the EFIC Facility, by way of providing Bond Security Cover to EFIC as required under the EFIC Facility. "*Covered Amount*" means, at any time, the amount of the maximum liability under all current Bonds less the Uncovered Amount at that time.

Facility Term	Description and clause reference
	"*Uncovered Amount*" means, at any time, the amount of the maximum liability under all current Bonds less the amount of any Bond Security Cover received and held by EFIC under the EFIC Facility at that time.
Security	Bond Security Cover must be provided by Aerison Pty Ltd for not less than 25% of the face value of all outstanding Bonds issued under the EFIC Facility. EFIC may require additional Bond Security Cover following a nominated maturity date or an event of default, and if not provided when due, EFIC may increase the Bond Fee. EFIC may request additional Cash Cover to make up any shortfall due to currency exchange rate fluctuation on 14 days' notice. EFIC can hold and retain any Bond Security Cover, including for expired Bonds, up to a total aggregate amount equal to the outstanding liability, until the Bond release date. If a Bond remains outstanding on its nominated maturity date then EFIC may by notice require Aerison Pty Ltd or any guarantor to provide additional Bond Security Cover within the period, and in an amount (not exceeding the maximum liability for that Bond). specified in its notice. EFIC has also been provided as security a second ranking general security deed provided by Aerison Pty Ltd and Aerison Holdings Pty Ltd over all present and after acquired assets (to remain at least second ranking in priority unless otherwise agreed by EFIC in writing), a first ranking general security deed provided by Aerison Services Pty Ltd and the Company over all present and after-acquired assets (noting EFIC and CBA have entered into a priority deed which establishes CBA's priority over EFIC's debt and security) and guarantees by Aerison Holdings Ply Ltd, Aerison Services Pty Ltd, the Company, Mr Giuseppe Leone and Mr Daniel Hibbs and their respective spouses Mrs Teresa Leone and Mrs Vanessa Hibbs for, among other things, the aggregate amount of all payments made and liabilities incurred by EFIC under the EFIC Facility.
Term	The EFIC Facility expired in July 2020 however there are outstanding Bonds issued under it which remain current. Based on its correspondence with EFIC to date Aerison Pty Ltd considers the prospects are likely of extending the expiry date or refinancing on the same or substantially similar terms with EFIC.
Representations, Warranties and Undertakings	Under the EFIC Facility, Aerison Pty Ltd, the Company and the guarantors (which includes other Group Companies) have given standard representations, warranties and undertakings that are customary for facilities of this kind including various periodic reporting obligations and not to allow a change in control of Aerison Pty Ltd or Aerison Holdings Pty Ltd without its prior consent.
Review Events	The EFIC Facility contains standard review events which are customary for a facility of this type, whether or not within a person's control. A review event includes a review of the basis on which any Bond was issued and as a result of such a review, direct Aerison Pty Ltd to, among other things, provide additional Bond Security Cover in the form of Cash Cover for any amount in EFIC's absolute discretion. It also includes where a lender withdraws, or elects not to renew or extend, any of its facilities with Aerison Pty Ltd, or if the facility limit (or any part thereof) for any of a lender's facilities is reduced or cancelled at any time, or if a lender notifies Aerison Pty Ltd or EFIC of its intention to do any of those things. Aerison Pty Ltd must notify EFIC of a review event and both parties may consult for 14 days to agree a satisfactory course of action. Failing agreement, EFIC may by written notice declare that an Event of Default (as defined under the EFIC Facility) has occurred.

Facility Term	Description and clause reference
Events of Default	An event of default is broadly defined in line with usual review events which are customary for a facility of this type whether or not within a person's control. Events of default apply to any Group member or guarantor and include a failure to make any payments due to EFIC, breach of the EFIC Facility or any security agreement, anything occurs which could reasonably have a material adverse effect, being or is presumed to be or deemed to be unable, or admits inability, to pay its debts as they fall due, and (including any analogous step or procedure being taken, or which has a substantially similar effect, to the following) having an administrator, receiver, liquidator, trustee in bankruptcy or similar officer appointed. On or after an Event of Default, EFIC can take various steps including terminating the EFIC Facility, cancelling the EFIC Facility limit, declaring that all or part of the money owing be immediately due and payable and/or appointing an expert to investigate. EFIC can also request additional Bond Security Cover not exceeding the money owing.
Indemnity	Each of Aerison Pty Ltd, Aerison Pty Ltd, the Company and the guarantors (which includes other Group Companies) are liable on demand for all liabilities incurred by EFIC as a result of various matters which include an Event of Default, any investigation or litigation with any party subject to the indemnity and any overdue payment.

14 ADDITIONAL INFORMATION

Aerison morning pre-start briefing.

14. ADDITIONAL INFORMATION

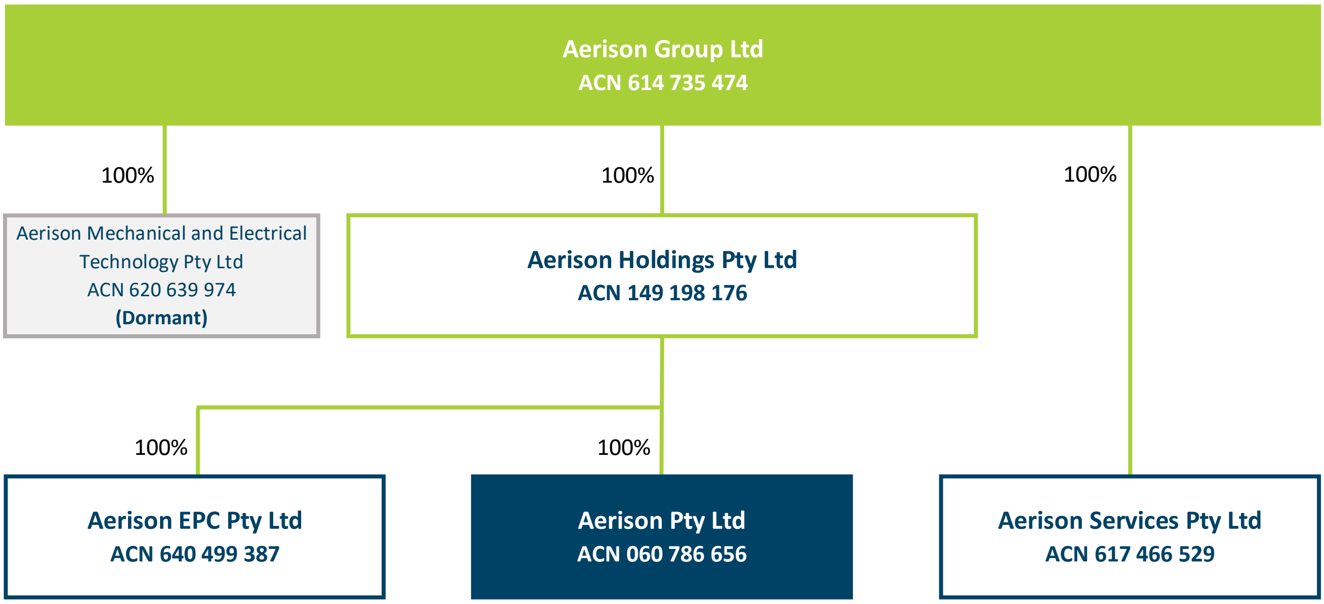
14.1 Incorporation

The Company was incorporated in Western Australia on 9 September 2016 under the Corporations Act as a proprietary company limited by shares and was converted to a public company limited by shares on 30 April 2021. The Company is taxed in Australia as a public company. The Financial Year of the Company ends on 31 December annually.

Aerison Group SaleCo Limited was incorporated in Western Australia on 28 April 2021 under the Corporations Act as a public company limited by shares.

14.2 Corporate Structure Chart

The following diagram represents the Company's corporate structure. All companies within the Group were incorporated in Western Australia and are 100% held by the Group.



14.3 Sale of Shares by SaleCo

SaleCo, a special purpose vehicle, has been established to facilitate the sale of the Sale Shares by Selling Shareholders. Each Selling Shareholders has entered into a deed in favour of, and for the benefit of, the Company and SaleCo under which each Selling Shareholder irrevocably offers to sell to SaleCo a specified number of their Existing Shares, being the Sale Shares. The Selling Shareholders have agreed to sell a total of 30,000,000 Existing Shares to SaleCo.

The Sale Shares that SaleCo acquires from the Selling Shareholders will be transferred to successful Applicants under the Offer at the Offer Price free from encumbrances and third party rights conditional on the Company being included in the official list of the market operated by ASX and the Sale Shares, after being offered under this Prospectus, being admitted to quotation on that market (which approval may be subject to usual and customary conditions). The aggregate price payable by SaleCo to Selling Shareholders for these Shares is the Offer Price multiplied by the number of Sale Shares that SaleCo acquires from Selling Shareholders.

All the proceeds received by SaleCo for the sale of the Sale Shares will be paid to Selling Shareholders and will not be available for the purpose of Company activities. The Company will separately issue New Shares to successful Applicants under the Offer.

SaleCo has no material assets, liabilities or operations other than its interests in and obligations under the sale deeds detailed above. The directors of SaleCo are Mr Giuseppe Leone, Mr Daniel Hibbs and Ms Bronwyn Barnes, and the shareholders of SaleCo are Mr Giuseppe Leone (50%) and Mr Daniel Hibbs (50%). Pursuant to a deed of indemnity the Company has indemnified SaleCo and SaleCo's officers and shareholders for any loss that SaleCo may incur as a consequence of the Offer. However, the Company will not be responsible for paying any tax incurred by any Selling Shareholder as a result of transferring or selling Sale Shares pursuant to the Selling Shareholder's sale deed.

14.4 Ownership Restrictions

The sale and purchase of Shares in Australia are regulated by a number of laws that restrict the level of ownership or control by any one person (either alone or in combination with others). This Section 14.4 contains a general description of these laws.

Foreign Acquisitions and Takeovers Act 1975 (Cth) and Commonwealth Government Foreign Investment Policy

Generally, the *Foreign Acquisitions and Takeovers Act 1975* (Cth) applies to acquisitions of shares and voting power in a company of 20% or more by a single foreign person and its associates (**Substantial Interest**), or 40% or more by two or more unassociated foreign persons and their associates (**Aggregate Substantial Interest**).

Where a proposed acquisition of a Substantial interest or Aggregate Substantial interest meets certain criteria, the acquisition may not occur unless notice of it has been given to the Commonwealth Treasurer and the Commonwealth Treasurer has either stated that there is no objection to the proposed acquisition in terms of Australia's Foreign Investment Policy (with or without conditions) or a statutory period has expired without the Federal Treasurer objecting. An acquisition of a Substantial interest or an Aggregate Substantial interest meeting certain criteria may also lead to divestment orders unless a process of notification, and either a statement of non-objection or expiry of a statutory period without objection, have passed. Criminal offences and civil penalties can apply to failing to give notification of certain acquisitions, undertaking certain acquisitions without no objection notification or contravening a condition in a no objection notification.

In addition, in accordance with Australia's Foreign Investment Policy, proposed acquisitions of a direct investment in an Australian company by foreign government investors and their associates must be notified to the Foreign investment review Board for prior approval, irrespective of the value of the investment. According to Australia's Foreign Investment Policy, a direct investment will typically include any investment of 10% or more of the shares (or other securities or equivalent interest or voting power) in an Australian company but may also include investment of less than 10% where the investor is building a strategic stake in the target or obtains potential influence or control over the target. There are exemptions which can apply to certain acquisitions.

Corporations Act

The takeover provisions in Chapter 6 of the Corporations Act restrict acquisitions of Relevant Interests in issued voting shares in listed companies, and unlisted companies with more than 50 members, if, as a result of the acquisition, the acquirer's (or another party's) voting power in that company would increase from 20% or below to more than 20%, or would increase from a starting point that is above 20% and below 90%, unless certain exceptions apply.

The Corporations Act also imposes notification requirements on persons having voting power of 5% or more in the Company either themselves or together with their associates.

14.5 Selling Restrictions

This Prospectus and the Offer does not, and is not intended to, constitute an offer or invitation in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or invitation, or to issue this Prospectus. No action has been taken by the Company or SaleCo to register or qualify the Shares the subject of this Prospectus or the Offer, or to otherwise permit a public offering of the Shares the subject of this Prospectus, in any place or jurisdiction outside of Australia. The distribution of this Prospectus (including in electronic form) in places or jurisdictions outside Australia may be restricted by law and persons who come into possession of this Prospectus outside Australia should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws. If you are outside Australia it is your responsibility to obtain all necessary approvals for the issue or transfer of the Shares offered under this Prospectus, and you should consult your professional advisers as to whether any governmental or other consents are required or whether any other formalities need to be considered and followed.

The return of a completed Application Form will be taken by the Company and SaleCo to constitute a representation and warranty by you that all relevant approvals or consents have been obtained.

Applicants outside Australia should refer to Section 8.20 for more detail on selling and distribution restrictions that apply to the Offer and sale or transfer of Shares in any place or jurisdiction outside Australia.

14.6 Rights attaching to Securities

(a) Shares and Company's Constitution

The New Shares offered for subscription under this Prospectus will rank equally with the existing issued Shares of the Company, which include the Sale Shares. A summary of the rights, liabilities, privileges and restrictions attaching to the Shares under the Offer, and a description of other material provisions of the Constitution, are set out below. This summary is qualified by the full terms of the Constitution and is not exhaustive nor is it a definitive statement of the rights and liabilities of Shareholders. For a Shareholder to obtain a definitive assessment of the rights, liabilities, privileges and restrictions which attach to the Shares in any specific circumstances, the

Shareholder should seek independent legal advice. The rights and liabilities attaching to Shares are set out in the Constitution and in certain circumstances are regulated by the Corporations Act, the Listing Rules, the ASX Settlement Operating Rules, other statutory law and general law. A copy of the Constitution is available for inspection at the Company's registered office during normal business hours. The summary assumes that the Company is admitted to the Official List and Quotation occurs.

Item	Description
General meetings and Notice of 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.
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 or she 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). Amounts paid in advance of a call will be ignored when calculating the proportion.
Dividend rights	Subject to the rights of any preference Shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare a dividend to be paid to the Shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the amount paid or credited as paid is of the total amounts paid and payable (excluding amounts credited) in respect of such Shares. The Directors may from time to time pay to the Shareholders any interim dividends as they believe to be justified subject to the requirements of the Corporations Act. No dividend shall carry interest as against the Company. The Directors may set aside out of the profits of the Company any amounts that they may determine as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied. Subject to the ASX Listing Rules and the Corporations Act, the Company may, by resolution of the Directors, implement on such terms and conditions as the Directors think fit, (a) a dividend reinvestment plan which provides for any dividend which the Directors may declare from time to time payable on Shares which are participating Shares in the dividend reinvestment plan, less any amount which the Company shall either pursuant to the Constitution or any law be entitled or obliged to retain, be applied by the Company to the payment of the subscription price of Shares and (b) a dividend election plan permitting holders of Shares to the extent that the Shares are fully paid, to have the option to elect to forego the right to share in any dividends (whether interim or otherwise) payable in respect of such Shares and to receive instead an issue of Shares credited as fully paid up to the extent as determined by the Directors.
Winding Up	If the Company is wound up the liquidator may, with the sanction 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 a value as he or she considers fair on 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 sanction 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. Where an order is made for the winding up of the Company or it is resolved by special resolution to wind up the Company, then on a distribution of assets

Item	Description
	to Shareholders, Shares classified by the ASX as restricted securities (as that term is defined in the Listing Rules) at the time of the commencement of the winding up shall rank in priority after all other Shares.
Transfer of Shares	Generally Shares 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. Directors may refuse to register any transfer of Shares, other than a market transfer, where permitted or required by the Listing Rules or the ASX Settlement Operating Rules or where the transfer would breach the Listing Rules. Where the Directors exercise their right to refuse a transfer, they must give written notice in accordance with Listing Rules to the transferee and lodging broker (if any). Failure to give notice will not invalidate the decision of the Directors. The Company must not refuse to register or give effect to or delay or in any way interfere with the registration of a market transfer where to do so would be contrary to the Listing Rules or any of the ASX Settlement Operating 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, subject to sections 246B to 246E of the Corporations Act.
Shareholder Liability	As the Shares offered under this Prospectus are fully paid ordinary shares, they are not subject to any calls for money by the Directors and will therefore not become liable to forfeiture.
Future Increases in Capital	The issue of any Shares is under the control of the Directors. Subject to restrictions on the issue of Shares to Directors or their associates, the ASX Listing Rules, the Constitution and the Corporations Act, the Directors may issue or otherwise dispose of Shares on such terms and condition as they see fit.
Alteration to the Constitution	In accordance with the Corporations Act, the Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders present and voting at the general meeting. At least 28 days' written notice specifying the intention to propose the resolution as a special resolution must be given to Shareholders.
Listing Rules	If the Company is admitted to the Official List, notwithstanding anything in the Constitution, if the Listing Rules prohibit an act being done, the act must not be done. Nothing in the Constitution prevents an act being done that the Listing Rules require to be done. If the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be). If the Listing Rules require the Constitution to contain a provision or not to contain a provision the Constitution is deemed to contain that provision or not to contain that provision (as the case may be). If a provision of the Constitution is or becomes inconsistent with the Listing Rules, the Constitution is deemed not to contain that provision to the extent of the inconsistency.

(b) Options

No application will be made for official quotation of the Options by the ASX in accordance with the Listing Rules. Each Option entitles the holder to subscribe for Shares on the following terms and conditions:

Item	Description
Entitlement	Each Option entitles the holder to subscribe for one Share upon exercise of the Option.
Exercise Price	$0.30 per Option.
Expiry Date	Each Option has an expiry date being three (3) years from the date of grant.
Exercise Period	Each Option is exercisable at any time on or before the Expiry Date.
Notice of Exercise	Each Option may be exercised by notice in writing to the Company. Any notice of exercise of Options received by the Company will be deemed to be a notice of the exercise of the Option as at the date of receipt.
Timing of issue of Shares	After an Option is validly exercised, the Company must as soon as possible: (a) issue and allot the Share; and (b) do all such acts matters and things to obtain the grant of Quotation for the Share no later than 5 days from the date of exercise of the Option.
Shares issued on exercise	Shares issued on exercise of the Options rank equally with the then shares of the Company.
Quotation of Shares on exercise	Application will be made by the Company to ASX for official quotation of the Shares issued upon the exercise of the Options. No application will be made to ASX for official quotation of the Options.
Participation in new issues	There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least three business days after the issue is announced. This will give holders of Options the opportunity to exercise their Options prior to the date for determining entitlements to participate in any such issue.
Adjustment for bonus issues of Shares	If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction, of dividends or by way of dividend reinvestment): (a) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Option holder would have received if the Option holder had exercised the Option before the record date for the bonus issue; and (b) no change will be made to the Exercise Price.

Item	Description
Adjustment for rights issue	If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu of in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula: New exercise price = O - $\frac{E[P-(S+D)]}{N+1}$ O = the old Exercise Price of the Option. E = the number of underlying Shares into which one Option is exercisable. P = average market price per Share weighted by reference to volume of the underlying Shares during the 5 Trading Days ending on the day before the ex rights date or ex entitlements date. S = the subscription price of a Share under the pro rata issue. D = the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue). N = the number of Shares with rights or entitlements that must be held to receive a right to one new share.
Adjustments for reorganisation	If there is any reconstruction of the issued share capital of the Company, the rights of the Option holders will be varied to comply with the ASX Listing Rules which apply to the reconstruction at the time of the reconstruction.
Lodgement Instructions	Cheques shall be in Australian currency made payable to the Company and crossed "Not Negotiable". The application for shares on exercise of the options with the appropriate remittance should be lodged with the Company Secretary, at the Company's registered office.

(c) Performance Rights

Performance Rights were provided to the spouses of Mr Leone and Mr Hibbs in return for the provision by each of them of a personal guarantee in connection with the EFIC Facility summarised in Section 13.5(c). The issue of 17,500,000 Performance Rights was approved by Shareholders prior to their issue. No application will be made for official quotation of the Performance Rights by the ASX in accordance with the Listing Rules. The Company has applied to ASX for a waiver of ASX Listing Rule 1.1 Condition 12 to permit the exercise price of the Performance Rights to be less than $0.20.

Each Performance Right entitles the holder to subscribe for Shares on the following terms and conditions:

Item	Description
Entitlement	Subject to the terms and conditions set out below, each Performance Right entitles the holder, on conversion, to one fully paid ordinary share in the capital of the Company. The period during which conversion may take place begins on the date of issue of each Performance Right and ends on 17 October 2022 (**Expiry Date**).
Milestone	Subject to these terms and conditions, the issue of the underlying Share is subject to the satisfaction of the relevant milestone specified below (**Milestone**) on or before the Expiry Date: **Milestone** The first occurrence of a Liquidity Event which values 100% of the shares on issue at the time immediately prior to the Liquidity Event, in any, or all of the Group, the Company or any Group Company at $20 million or greater.
Notification by Company	The Company will promptly notify the holder in writing when the Milestone has been satisfied or the Performance Right has expired.
Expiry	The Performance Rights will automatically expire on the Expiry Date if no Milestone has been satisfied on or before that date.

Item	Description
Consideration	No cash consideration is due or payable for the issue of any of the Performance Rights and no consideration will be due or payable upon the issue of Shares upon the conversion of any of the Performance Rights.
Conversion Price	The conversion price of each Performance Right is nil.
Conversion	Upon satisfaction of the Milestone each Performance Right will automatically convert into one Share on the Issue Date.
Timing of issue of Shares on conversion	Following Conversion, the holder is entitled to be issued the corresponding number of Shares to which the holder is entitled on the Issue Date. As soon as practicable after the Issue Date, the Company will issue, allocate or cause to be transferred to the holder the corresponding number of Shares to which the holder is entitled. Provided that the Milestone has been satisfied on or before the Expiry Date, the Issue Date may fall on date which is after the Expiry Date.
Transfer	The Performance Rights are fully transferable at the sole and absolute election of the holder except where the Company is a public company, in which case the Performance Rights are not transferable.
No return of capital rights	A Performance Right does not confer on the holder any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise, and any right to participate in the surplus profit or assets of the Company upon a winding up.
No rights on winding up	A Performance Right has no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
Reorganisation of capital	The rights of a holder of Performance Rights must be changed to comply with the ASX listing rules applying to a reorganisation of capital at the time of the reorganisation.
Participation in new issues of underlying securities	A holder of a Performance Right cannot participate in a new issue of capital in the Company offered to holders of Shares until the Performance Right converts into a Share.
Adjustment for bonus issues of Shares	If the Company makes a bonus issue of Shares or other securities to existing holders of Shares (other than an issue in lieu or in satisfaction, of dividends or by way of dividend reinvestment): a) the number of Shares which must be issued on the exercise of a Performance Right will be increased by the number of Shares which the Performance Right holder would have received if the Performance Right holder had exercised the Performance Right before the record date for the bonus issue; and b) no change will be made to the Milestone.
Change of Milestone or number of underlying securities	There can be no change to a Milestone or to the number of underlying securities over which a Performance Right can be exercised.
Dividend and voting rights	The Performance Rights do not confer on the holder an entitlement to vote at general meetings of the Company or to receive dividends, whether fixed or at the discretion of the Directors.
Shares issued on conversion	Shares issued upon conversion of the Performance Rights will rank pari passu with the Company's existing Shares on issue in all respects.

Item	Description
Takeover Provisions	If the conversion of Performance Rights under these terms and conditions would result in any person being in contravention of section 606(1) of the Corporations Act then the conversion of Performance Rights that would cause the contravention will be deferred until such time or times thereafter that the conversion would not result in a contravention of section 606(1).
Amendments Required	The terms of the Performance Rights may be amended as necessary from time to time by the agreement of the Board in order to resolve or avoid any ambiguity or to give effect to the intention of the Board in granting the Performance Rights, subject always to the requirement that following such amendment, the economic and other rights of the holder are not diminished or terminated.
Limitation on conversion	In the event that the Milestone achieved is a Liquidity Event where a Group Company is admitted to the official list of the ASX as set out in paragraph (a) of the term "Liquidity Event" in these terms and conditions, the Company must not allot Shares on conversion of the Performance Rights if the number of Shares into which they convert if that Milestone is achieved, is for a number greater than 10% of the number of Shares the Company has on issue at the date the Milestone is achieved (**Limit**). In these circumstances the Company must only issue that number Shares which does not exceed the Limit.
Definitions	For the purposes of the terms and conditions of the Performance Rights: "**Group**" means the Company and all of its subsidiaries (as that term is defined in the Corporations Act) from time to time and "Group Company" means any one of them. "**Issue Date**" means the earlier of: (a) the date which is 15 months after the first occurrence of a Liquidity Event; (b) the day immediately preceding the date of a second occurrence of a Liquidity Event. "**Liquidity Event**" means any one of, or combination of, the following events where: (a) a Group Company undertakes an initial public offering of shares in that company that is made under a prospectus or similar offer document stating that the company in question has or will apply, in conjunction with the offering, for quotation of the ordinary shares on the ASX or any other stock exchange, in which case the Milestone will be deemed to occur immediately upon the Group Company being admitted to the official list of the ASX or other stock exchange (as applicable) on an unconditional basis. (b) a Group Company becomes the subject of a scheme of arrangement or takeover or its shares are acquired by a non-listed entity or an entity listed on the ASX or any other stock exchange (or an entity that is proposed to be so listed), in which case the Milestone will be deemed to have occurred upon the first to occur of such scheme, takeover or other acquisition becoming unconditional or being completed whichever is the earlier. (c) one or more Group Company sells or disposes of all or a substantial part of the business assets of one or more Group Company on an arm's length basis to an unrelated party in which case the Milestone will be deemed to have occurred upon the first to occur of such acquisition or disposal becoming unconditional or being completed whichever is the earlier. (d) any other event or series of events occurs that together have the effect of allowing a realisation of substantially all of the Shares in, or substantially all of the assets of, one or more Group Company on an arm's length basis and such realisation becoming unconditional or being completed whichever is the earlier.

(d) Convertible Notes

The Company has three (3) series of Convertible Notes on issue with a face value of $3,900,000, the terms and conditions of which are summarised below. All Convertible Notes are unsecured and transferable in accordance with the requirements of the executed Convertible Note deed under which they were issued. No application will be made for official quotation of the Convertible Notes by the ASX in accordance with the Listing Rules.

As at the date of this Prospectus the Company has received conversion notices for Series A, Series B and Series C Convertible Notes with a total face value of $3,750,000 representing 26,140,620 New Shares to be issued on or before Listing. If Listing does not occur the face value of these Convertible Notes ($3,750,000) may be repaid on their maturity date unless the Company and Convertible Note Holders have agreed otherwise. Series C Convertible Notes with a total face value of $150,000 will repaid on their maturity date of 30 June 2021 ($150,000 plus interest).

Series A

Item	Description
Issue Date	22 May 2018
Face Value	$50,000
Maturity Date	30 June 2021
Coupon Rate	10% pa calculated daily.
Coupon Payment Frequency	Paid quarterly in arrears during the term and at Maturity Date.
Conversion Valuation	If the Company achieves an Exit Event, the Convertible Notes will convert into the lower of (a) Shares at a $19 million fully diluted valuation, (b) Shares calculated in accordance with the following formula: $A = \frac{B}{C}$ where: **A** is number of Shares to be issued to the Convertible Note Holder (rounded to the nearest whole number); **B** is the outstanding amount in respect of the Convertible Note Holder; and **C** is 80% of the IPO Issue Price or the Trade Sale price (as applicable). An Exit Event is defined as an initial public offering of securities in conjunction with a listing on ASX (**IPO**), a trade sale of all of the shares in the Company or all or substantially all of the assets of the company (**Trade Sale**) or any other event or series of events that together realise substantially all of the shares or assets of the Company and/or the Group.
Redemption	The Convertible Notes may be redeemed (a) if a Group Company becomes insolvent; (b) the Company fails to remedy a breach of the Convertible Note deed within 21 days of notice or (c) on or after the Maturity Date.
Conversion Rights	The Convertible Notes will automatically convert where the Exit Event is an IPO. Convertible Notes may be converted by the Convertible Note Holder where the Exit Event is a Trade Sale or may be converted on or after the Maturity Date.
Redemption	Available on or after the Maturity Date, or in the event of a breach of the Company's obligations under the Convertible Note deed which is not remedied within 21 days of being notified of the breach or a Group Company is subject to insolvency. A 15% redemption premium is payable.
Guarantors	Aerison Holdings Pty Ltd, Aerison Pty Ltd, Mr Giuseppe Leone and Mr Daniel Hibbs.

Series B

Item	Description
Issue Date	7 June 2019 and 7 August 2020
Face Value	$600,000
Maturity Date	30 June 2021
Coupon Rate	10% pa accrues daily.
Coupon Payment Frequency	Paid quarterly in arrears during the term and at Maturity Date.
Conversion Valuation	Every 320,000 Convertible Notes converts into 1% of the fully diluted issued capital of the Company.
Redemption	The Convertible Note Holder may elect to redeem the Convertible Notes no less than 60 days before the Maturity Date. If there is no election, the Convertible Note Holder will be deemed to have elected to convert the Convertible Notes.
Conversion Rights	The Convertible Note Holder may elect to convert the Convertible Notes no less than 60 days before the Maturity Date. If there is no election the Convertible Note Holder will be deemed to have elected to convert the Convertible Notes. The Convertible Note Holder may give a conversion notice if a takeover offer (to acquire all the Company's ordinary shares on issue) becomes unconditional or the Company completes an IPO (an initial public offering of the Company's ordinary shares and the admission of the Company to the Official List of ASX or the Company proposes to make a Business Sale (a sale of all or substantially all of the Company's assets and undertakings).
Early Repayment	None

Series C

Item	Description
Issue Date	7 September 2020
Maturity Date	30 June 2021
Coupon Rate	12% accrues daily.
Coupon Payment Frequency	Paid quarterly in arrears during the term and at Maturity Date.

Item	Description
Conversion Valuation	On a conversion, the number of Shares to be issued is: X = Y ÷ Z Where: **X** is the percentage interest in the Company that the Shares issued upon conversion will equate to; **Y** is the Principal Sum multiplied by the number of Convertible Notes to be converted; and **Z** is the higher of (a) The IPO, Takeover Offer or Business Sale valuation of the Company less a 20% discount; or (b) $40,000,000.
Redemption	On the Maturity Date if no conversion notice is given by the Convertible Note Holder prior to this time or by agreement between the Convertible Note Holder and the Company.
Conversion Rights	A Convertible Note Holder may give a conversion notice if a takeover offer (to acquire all the Company's ordinary shares on issue) becomes unconditional or the Company completes an IPO (an initial public offering of the Company's ordinary shares and the admission of the Company to the Official List of ASX or the Company proposes to make a Business Sale (a sale of all or substantially all of the Company's assets and undertakings).

14.7 Interests of Directors

Other than as set out in this Prospectus, no Director or proposed Director holds, or has held within the two years preceding lodgement of this Prospectus with the ASIC, any interest in:

- the formation or promotion of the Company; or
- any property acquired or proposed to be acquired by the Company in connection with:
  - its formation or promotion; or
  - the Offer; and
- the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to a Director or a proposed Director:

- as an inducement to become, or to qualify as, a Director; or
- for services provided in connection with:
  - the formation or promotion of the Company; or
  - the Offer.

14.8 Interests of Experts and Advisers

Other than as set out below or elsewhere in this Prospectus, no:

- person 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; or
- promoter of the Company,

holds, or has held within the two (2) years preceding lodgement of this Prospectus with ASIC, any interest in:

- the formation or promotion of the Company; or
- any property acquired or proposed to be acquired by the Company in connection with:
  - its formation or promotion; or
  - the Offer; and
- the Offer.

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to any of these persons for services provided in connection with:

- the formation or promotion of the Company; or

- the Offer.

Peloton Capital Pty Ltd has acted as Lead Manager to the Offer and the fees payable to the Lead Manager pursuant to the Lead Manager Mandate are described in Section 13.3. During the 24 months preceding lodgement of this Prospectus with ASIC, Peloton Capital Pty Ltd has received other fees of $195,000 plus GST from the Company for services. Under the terms of the Lead Manager Mandate the Company has agreed to pay Peloton Capital Pty Ltd a fee of $10,000 per month for a minimum period of 12 months after Completion for corporate advisory services.

BIS Oxford Economics Pty Ltd has prepared an Industry Report which has been included in Section 7. The Company estimates it will pay BIS Oxford Economics Pty Ltd approximately $15,000 plus GST for these services. During the 24 months preceding lodgement of this Prospectus with ASIC, BIS Oxford Economics Pty Ltd has received no other fees from the Company.

Moore Australia Corporate Finance (WA) Pty Ltd has acted as Investigating Accountant and has prepared an Investigating Accountant's Report which has been included in Section 12. The Company estimates it will pay Moore Australia Corporate Finance (WA) Pty Ltd approximately $55,000 plus GST and disbursements for these services. During the 24 months preceding lodgement of this Prospectus with ASIC, Moore Australia Corporate Finance (WA) Pty Ltd has received no other fees from the Company. Further amounts may be paid to Moore Australia Corporate Finance (WA) Pty Ltd in accordance with its normal time-based charges.

Cardinals Lawyers and Consultants has acted as the legal adviser to the Company and SaleCo in relation to the Offer. The Company estimates it will pay Cardinals Lawyers and Consultants approximately $200,000 plus GST and disbursements for these services. During the 24 months preceding lodgement of this Prospectus with ASIC, Cardinals Lawyers and Consultants has received other fees of $57,745 plus GST from the Company for legal services. Further amounts may be paid to Cardinals Lawyers and Consultants in accordance with its normal time-based charges.

Link Market Services Limited has been appointed as the Company's Share Registry and will be paid for these services on normal commercial terms.

14.9 Consents

Chapter 6D of the Corporations Act imposes a liability regime on the Company and SaleCo (as the offerors of the Shares), the Directors, the directors of SaleCo any persons named in this Prospectus with their consent as proposed Directors, persons named in this Prospectus with their consent having made a statement in this Prospectus and persons involved in a contravention in relation to this Prospectus, with regard to misleading and deceptive statements made in this Prospectus. Although the Company and SaleCo bear primary responsibility for this Prospectus, the other parties involved in the preparation of this Prospectus can also be responsible for certain statements made in it.

Each of the parties referred to in this Section 14.9:

(f) does not make the Offer;
(g) has not authorised or caused the issue of this Prospectus;
(h) does not make, or purport to make, any statement in this Prospectus other than those referred to in this Section; and
(i) to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any statement included in or omitted from this Prospectus other than a reference to its name and a statement included in this Prospectus with the consent of that party as specified in this Section 14.9.

BIS Oxford Economics Pty Ltd has given its written consent the inclusion of the Industry Report in Section 7 in the form and context in which the report is included. BIS Oxford Economics Pty Ltd has not withdrawn its consent prior to the lodgement of this Prospectus with ASIC.

Moore Australia 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 12 in the form and context in which the report is included. Moore Australia Corporate Finance (WA) Pty Ltd has not withdrawn its consent prior to lodgement of this Prospectus with ASIC.

Cardinals Lawyers and Consultants has given its written consent to being named as legal advisers to the Company and SaleCo in relation to the Offer in this Prospectus. Cardinals Lawyers and Consultants has not withdrawn its consent prior to the lodgement of this Prospectus with ASIC.

14.10 Expenses of the Offer

The total expenses of the Offer (excluding GST) are estimated to be approximately $1,631,000 at Minimum Subscription and $1,691,849 at Maximum Subscription and are expected to be applied towards the items set out in the table below:

Item of Expenditure	Amount ($) Minimum Subscription $6.5 m	Amount ($) Maximum Subscription $7.5 m
ASIC fees	3,206	3,206
ASX fees	165,383	166,232
Brokers' commissions	625,000	675,000
Lead Manager Fee	125,000	135,000
Brokers Advisory Fees	210,000	210,000
Investigating Accountant's Report	55,000	55,000
Industry Report	15,000	15,000
Legal Expenses	200,000	200,000
Other costs (other advisers, publishing and other costs)	232,411	232,411
Total	**$1,631,000**	**$1,691,849**

14.11 Continuous Disclosure Obligations

Following the admission of the Company to the Official List, the Company will be a "disclosing entity" (as defined in section 111AC of the Corporations Act) and, as such, will be subject to regular reporting and disclosure obligations. Specifically, like all ASX listed companies, the Company will be 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 Shares (unless a relevant exception to disclosure applies).

Price sensitive information will be publicly released through the ASX before it is disclosed to Shareholders and market participants. Distribution of other information to Shareholders and market participants will also be managed through disclosure to the ASX. In addition, the Company will post this 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.

14.12 Litigation

As at the date of this Prospectus, the Company is not involved in any legal proceedings and the Directors are not aware of any material legal proceedings pending or threatened against or affecting the Company.

14.13 Governing Law

This Prospectus and the contracts that arise from the acceptance of Applications are governed by the law applicable in Western Australia and each Applicant submits to the exclusive jurisdiction of the courts of Western Australia.

14.14 Privacy Statement

Collection, maintenance and disclosure of certain personal information is governed by legislation including the *Privacy Act 1988* (Cth) (as amended), the Corporations Act and certain rules such as the ASX Settlement Operating Rules.

If you complete an Application Form, you are providing personal information to the Company and SaleCo through the Share Registry, which is contracted by the Company to manage Applications. The Company and SaleCo, and the Share Registry on their behalf, and their agents and service providers may collect, hold, disclose and use that personal information to assess your Application and if your Application is successful, service your needs as a Shareholder, provide facilities and services that you request and carry out appropriate administration, to facilitate distribution payments and corporate communications to you and for other purposes related to your investment listed below.

If you do not provide the information requested in the Application Form, the Company, SaleCo and the Share Registry may not be able to process or accept your Application.

Once you become a Shareholder, the Corporations Act and Australian taxation legislation require information about you (including your name, address and details of the Shares you hold) to be included on the Share register. In accordance with the requirements of the

Corporations Act, information on the Share register will be accessible by members of the public including bidders for your securities in the context of takeovers. The information must continue to be included on the Share register if you cease to be a Shareholder.

The Company and the Share Registry may disclose your personal information for purposes related to your investment to their agents and service providers including those listed below or as otherwise authorised under the *Privacy Act 1988* (Cth):

(a) the Share Registry for ongoing administration of the Share register;
(b) the Lead Manager to assess your Application;
(c) printers, mail houses and other companies for the purposes of preparation and distribution of documents and for handling mail;
(d) market research companies for analysing the Company's shareholder base; and
(e) legal and accounting firms, auditors, management consultants, authorised securities brokers and other advisers for administering, and advising on, the Shares and for associated actions.

The Company's agents and service providers may be located outside Australia where your personal information may not receive the same level of protection as that afforded under Australian law.

You may request access to your personal information held by or on behalf of the Company and SaleCo. You may be required to pay a reasonable charge to the Share Registry in order to access your personal information.

The Company aims to ensure that the personal information it retains about you is accurate, complete and up-to-date. To assist with this, please contact the Share Registry, whose contact details are set out in the Corporate Directory in Section 1, if any of the details you have provided change.

14.15 Clearing House Electronic Sub-Register System (CHESS) and Issuer Sponsorship

The Company will apply to participate in the Clearing House Electronic Sub-register System (**CHESS**) which is the ASX electronic transfer and settlement system in Australia. CHESS is operated by ASX Settlement Pty Ltd, a wholly owned subsidiary of the ASX, in accordance with the Listing Rules and the ASX Settlement Operating Rules. CHESS allows for and requires the settlement of transactions in securities quoted on ASX to be effected electronically. On admission to CHESS, the Company will operate an electronic issuer-sponsored sub-register and an electronic CHESS sub-register. The two sub-registers together will make up the Company's principal register of Shares. Electronic sub-registers also mean ownership of securities can be transferred without having to rely upon paper documentation.

Under CHESS the Company will not issue Share certificates to investors. Instead, as soon as reasonably practicable after allotment, holders of Shares or Securities will receive a statement of their holdings in the Company. If an investor is broker sponsored, ASX Settlement Pty Ltd will send a CHESS statement. This statement will also advise investors of either their Holder Identification Number (HIN) in the case of a holding on the CHESS sub-register. Otherwise a statement will include a Security Holder Reference Number (SRN) in the case of a holding on the issuer sponsored sub-register. A statement will be routinely sent to Security holders at the end of any calendar month during which their holding changes. A Security holder may request a statement at any other time however a charge may be incurred for additional statements.

It is the responsibility of Applicants to determine their allocation prior to trading in Shares. Applicants trading in Shares prior to receiving a holding statement do so at their own risk. To the maximum extent permitted by law, the Company, SaleCo, the Share Registry and the Lead Manager disclaim all liability, whether in negligence or otherwise, if a Shareholder sells Shares before receiving a holding statement, whether on the basis of a confirmation of allocation provided by any of them, by a broker or otherwise.

14.16 Waiver from Listing Rules

Listing Rule 1.1 (Condition 12) sets out that if an entity seeking admission to the Official List has options on issue, the exercise price for each underlying security must be at least 20 cents in cash. This rule supports Listing Rule 2.1 (Condition 2) which requires the issue price or sale price of all securities for which an entity is seeking quotation (except options) upon admission to the Official List to be at least 20 cents in cash. The Company has applied for a waiver of Listing Rule 1.1 (Condition 12) to the extent necessary to permit the Company to have on issue 17,500,000 Performance Rights with an exercise price less than $0.20. The terms of the Performance Rights are set out in Section 14.6(d).

15 GLOSSARY

Aerison rope access crews replacing the Coarse Ore Bin walls - Gold Project West Australia.

15. GLOSSARY

Where the following terms are used in this Prospectus they have the following meanings, unless the context requires otherwise:

$ means an Australian dollar.

Aerison or **Company** means Aerison Group Ltd ACN 645 324 992.

Aerison EPC Pty Ltd means Aerison EPC Pty Ltd ACN 640 499 387.

Aerison Group or **Group** means the Company and its related bodies corporate (as that term is defined in the Corporations Act), including Aerison Holdings Pty Ltd and Aerison Pty Ltd**.**

Aerison Holdings Pty Ltd means Aerison Holdings Pty Limited ACN 149 198 176.

Aerison Pty Ltd means Aerison Pty Ltd ACN 060 786 656.

Aerison Group SaleCo Limited means Aerison Group SaleCo Limited ACN 649 780 923.

Aerison Services Pty Ltd means Aerison Services Pty Ltd ACN 617 466 529.

Applicant means a person who submits an Application Form.

Application means a valid application for Shares under this Prospectus made pursuant to an Application Form.

Application Form means the application form so titled attached to this Prospectus, or accompanying this Prospectus, and any replacement prospectus (including the electronic form provided by an online application facility).

Application Monies means monies received from persons applying for Shares pursuant to the Offer under this Prospectus.

Araosc Financial Investments Pty Ltd means Araosc Financial Investments Pty Ltd ACN 636 952 291.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited ACN 008 624 691 or the financial market operated by it (as the context requires).

ASX Settlement Operating Rules means the operating rules of the settlement facility operated by ASX Settlement Pty Ltd ACN 008 504 532, as amended from time to time.

Board means the board of Directors.

Business Day means a day other than a Saturday or a Sunday when trading banks are ordinarily open for business in Perth, Western Australia.

Chairman means the chairman of the Board.

CHESS means the clearing house electronic sub-register system.

Closing Date means the closing date of the Offer which is set out in the "Important Dates" in Section 3 and which may be varied by the Company and SaleCo in consultation with the Lead Manager.

Company or **Aerison** means Aerison Group Ltd ACN 645 324 992.

Completion means completion of the Offer, being the date on which Shares are issued or transferred to successful Applicants in accordance with the terms of the Offer.

Constitution means the constitution of the Company.

Convertible Notes means the convertible notes issued by the Company whose terms and conditions are summarised in Section 14.6(d).

Convertible Note Holder means a holder of a Convertible Note.

Corporate Governance Principles and Recommendations or **Recommendations** means the *Corporate Governance Principles and Recommendations (4th Edition)* as published by the ASX Corporate Governance Council.

Corporations Act means the *Corporations Act 2001* (Cth) and any regulations promulgated under it.

Directors means the directors of the Company from time to time.

EBIT means earnings before interest expense and tax.

EBITDA means earnings before interest expense, tax, depreciation and amortisation.

EFIC means Export Finance and Insurance Corporation ABN 96 874 024 697 (established under the *Export Finance and Insurance Corporation Act 1991* (Cth)).

EPC means engineering, procurement and construction.

Escrow Period means the periods for which Shares are subject to voluntary escrow arrangements as detailed in Section 6.18.

Escrowed Shares means the number of Shares which are subject of the voluntary escrow arrangements as detailed in Section 6.18.

EST means Eastern Standard Time as observed in Sydney, New South Wales.

Existing Share means a Share on issue as at the date of this Prospectus.

Existing Shareholder means a Shareholder as at the date of this Prospectus.

Financial Information has the meaning given in Section 11.1.

Financial Year or **FY** means the period 1 January to 31 December in each calendar year.

Forecast Financial Information has the meaning given in Section 11.1.

FY18 means the Financial Year ended 31 December 2018.

FY19 means the Financial Year ended 31 December 2019.

FY20 means the Financial Year ended 31 December 2020.

FY21F means the forecast Financial Year to end on 31 December 2021.

GST means the same as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and any other goods and services tax or any tax, levy, charge or impost which applies in a similar way.

Group or **Aerison Group** means the Company and its related bodies corporate (as that term is defined in the Corporations Act), including Aerison Holdings Pty Ltd and Aerison Pty Ltd.

Group Company means any party that forms part of the Group.

Historical Financial Information has the meaning given in Section 11.1.

Industry Report means the BIS Oxford Economics independent market report contained in Section 7.

Investigating Accountant means Moore Australia Corporate Finance (WA) Pty Ltd (ACN 009 297 769).

Investigating Accountant's Report means the report contained in Section 12.

Lead Manager means Peloton Capital Pty Ltd ACN 149 540 018.

Listing means the admission of the Company to the Official List and Quotation.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the Official List, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Maximum Subscription is defined in Section 8.2.

Minimum Subscription is defined in Section 8.4.

New Share means a Share offered by the Company for subscription under this Prospectus.

NPAT means net profit/(loss) after tax.

Offer Period means the period commencing on the Opening Date and ending on the Closing Date.

Offer Price means $0.20 per Share.

Offer means the invitation to apply for Shares under this Prospectus comprising an invitation to apply for:

(a) an initial public offer of up to 37,500,000 New Shares at the Offer Price; and

(b) 30,000,000 Sale Shares to be sold by SaleCo at the Offer Price ,

to raise a total of $13,500,000 (before costs), subject to the Minimum Subscription.

Official List means the official list of the ASX.

Opening Date means the date the Offer opens which is set out in the "Important Dates" in Section 3 and which may be varied by the Company and SaleCo in consultation with the Lead Manager.

Option means an option to subscribe for a Share on the terms and conditions set out in Section 14.6(b).

Option Holder means a holder of an Option.

Peloton Capital Pty Ltd means Peloton Capital ACN 149 540 018.

Performance Rights means the performance rights issued by the Company whose terms and conditions are summarised in Section 14.6(c).

Performance Rights Holder means a holder of a Performance Right.

Pro Forma Financial Information has the meaning given in Section 11.1.

Pro Forma Forecast Financial Information has the meaning given in Section 11.1.

Pro Forma Statement of Financial Position has the meaning given in Section 11.1.

Prospectus means this prospectus dated 31 May 2021 which replaces the Original Prospectus (including the electronic form of this Prospectus) and any supplementary or replacement prospectus in relation this Prospectus.

Quotation means official quotation of the Shares by the ASX in accordance with the Listing Rules.

Related Party has the meaning given in the Corporations Act.

Relevant Interest has the meaning given in the Corporations Act.

S2S Investment Holdings Pty Ltd means S2S Investment Holdings Pty Ltd ACN 155 563 385.

Sale Share means an Existing Share offered for sale by the Selling Shareholders via SaleCo under this Prospectus.

SaleCo means Aerison Group SaleCo Limited (ACN 649 780 923).

Section means a section of this Prospectus.

Securities means Shares, Options, Convertible Notes and Performance Rights, or any one of them, as the context requires.

Selling Shareholder means the Existing Shareholders who have elected to sell Shares to SaleCo.

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

Share Registry means Link Market Services Limited ACN 083 214 537.

Shareholder means a holder of a Share.

US Person has the meaning given in Rule 902(k) of Regulation S under the US Securities Act.

US Securities Act means the U.S. Securities Act of 1933, as amended.

WA means Western Australia.

16 DIRECTORS' STATEMENT, AUTHORISATION AND CONSENT

Aerison SMPE&I construction project - Western Australia.

16. DIRECTORS STATEMENT, AUTHORISATION AND CONSENT

The Directors have made enquiries and nothing has come to their attention to suggest that the Company is not continuing to earn profit from continuing operations up to the date of this Prospectus.

This Prospectus is authorised by the Company and SaleCo and lodged with ASIC pursuant to section 718 of the Corporations Act.

Each Director and each director of SaleCo has consented to the lodgement of this Prospectus with ASIC in accordance with section 720 of the Corporations Act and has not withdrawn that consent prior to this Prospectus being lodged.

Dated: 31 May 2021

Giuseppe Leone
Managing Director and CEO
For and on behalf of
AERISON GROUP LTD

AERISON GROUP LTD
ACN 614 735 474
Electrical Contractors License EC013260

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