

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**To Company Name/Scheme **Freedom Care Group Holdings Limited**ACN/ARSN **059950337****1. Details of substantial holder (1)**Name **Jamal & Doha Holdings Pty Ltd <Sabsabi 2 Family A/C>, Jamal Sabsabi and Doha Sabsabi (together "Sabsabi Family")**ACN/ARSN (if applicable) **660 549 360**The holder became a substantial holder on **27/11/2023****2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
<b>Ordinary fully paid shares</b>	<b>15,122,250</b>	<b>15,122,250</b>	<b>13.96%</b>

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
<b>Jamal &amp; Doha Holdings Pty Ltd &lt;Sabsabi 2 Family A/C&gt;</b>	<b>Relevant interest under section 608(1)(a) of the Corporations Act 2001 (Cth) ("Corporations Act") as the registered holder of the securities, which interest was acquired pursuant to the acceptance, share transfer and application form between Freedom Care Group Holdings Limited (formerly Resource Generation Limited) and the substantial holder dated 8 November 2023 attached as Annexure A ("Acquisition Agreement").</b>	<b>15,122,250 fully paid ordinary shares</b>
<b>Jamal Sabsabi</b>	<b>Relevant interest under section 608(1)(a) of the Corporations Act as a controller of Jamal and Doha Holdings Pty Ltd &lt;Sabsabi 2 Family A/C&gt;.</b>	<b>15,122,250 fully paid ordinary shares</b>
<b>Doha Sabsabi</b>	<b>Relevant interest under section 608(1)(a) of the Corporations Act as a controller of Jamal and Doha Holdings Pty Ltd &lt;Sabsabi 2 Family A/C&gt;.</b>	<b>15,122,250 fully paid ordinary shares</b>

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Sabsabi Family	Jamal and Doha Holdings Pty Ltd < Sabsabi 2 Family A/C>	Jamal and Doha Holdings Pty Ltd < Sabsabi 2 Family A/C>	15,122,250 fully paid ordinary shares

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Sabsabi Family	27 November 2023		The transfer of 1,833 fully paid ordinary shares in the capital of Freedom Care Corporation Pty Ltd (ACN 660602 577) in accordance with the terms of the Acquisition Agreement.	15,122,250 fully paid ordinary shares

**6. Associates**

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

**7. Addresses**

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

Name	Address
Jamal and Doha Holdings Pty Ltd < Sabsabi 2 Family A/C> Holdings Pty Ltd	C/- Owbiz Corporate Pty Ltd Suite 4, Level 6, 402 Chapel Road Bankstown NSW 2200

Jamal Sabsabi Doha Sabsabi	31 Edward Street Sylvania NSW 2224 31 Edward Street Sylvania NSW 2224
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## Signature

print name

Jamal Sabsabi

capacity

Director and Shareholder

sign here



date

4/12/2023

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## DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
  - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
  - (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
  - (4) The voting shares of a company constitute one class unless divided into separate classes.
  - (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
  - (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
  - (7) Include details of:
    - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
    - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
  - (8) If the substantial holder is unable to determine the identity of the person ( eg. if the relevant interest arises because of an option) write "unknown".
  - (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
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**ANNEXURE A**

**FREEDOM CARE GROUP HOLDINGS LIMITED  
ACN 059 950 337**

This is Annexure A of eleven pages referred to in Form 603 (Notice of Initial Substantial Holder) released by Freedom Care Group Holdings Limited (ACN 059 950 337).

**Signature**

print name	<b>Jamal Sabsabi</b>	capacity	<b>Group CEO</b>
sign here		date	<b>4 / 12 / 2023</b>

## OFFER TERMS

### Offer

1. Resource Generation Limited (to be renamed Freedom Care Group Holdings Limited) (ACN 059 950 337) (**RES**) offers to acquire all of your FCG Shares subject to the terms and conditions set out below (**Offer**). This Offer extends to all of your FCG Shares that are on issue on the Completion Date.

### Consideration

2. The aggregate consideration to be offered by RES for the acquisition of 100% of the FCG Shares on issue at Completion pursuant to this Offer and equivalent offers to each other FCG Shareholder is 82,500,000 RES Shares and 15,000,000 RES Options (**Consideration**).
3. The number of RES Shares and RES Options payable to you at Completion is set out in Annexure A.

### Ranking

4. The RES Shares issued under the Offer will be issued fully paid and will rank equally with all other existing RES Shares.
5. The RES Options issued under the Offer will be exercisable at \$0.25 each on or before the date that is two years from the date of issue and, the RES Shares issued on exercise of the RES Options will rank equally with all other existing RES Shares.

### Acceptance

6. To accept the Offer you must:
  - (a) complete and sign the enclosed Acceptance, Share Transfer and Application Form in accordance with the instructions set out in it; and
  - (b) send the Acceptance, Share Transfer and Application Form to RES at the address set out in it.
7. Your Acceptance, Share Transfer and Application Form must be received by RES by no later than the date set out on it (**Closing Date**). RES may accept Acceptance, Share Transfer and Application Forms after the Closing Date at its sole discretion.
8. RES may treat the receipt by it of a signed Acceptance, Share Transfer and Application Form as a valid acceptance although it does not receive the other documents required by the instructions on the Acceptance, Share Transfer and Application Form or any of the other requirements for acceptance have not been complied with.

### Your agreement

9. By accepting the Offer, you accept all of the terms and conditions set out in it and in the Acceptance, Share Transfer and Application Form and agree to give the warranties set out in it to RES.

## Conditions to Completion

10. Completion of the purchase of your FCG Shares is conditional on the satisfaction or waiver of the conditions in the Acquisition Agreement which are set out below:
- (a) completion of due diligence by RES on FCG to the satisfaction of RES;
  - (b) RES consolidating its shares on a 1:20 basis from 100,073,381 to 5,003,669 outstanding fully paid ordinary shares;
  - (c) completion of satisfactory due diligence carried out by FCG on legal, contractual, tax, business and operations of RES;
  - (d) RES undertaking a capital raising and receiving valid applications for shares to raise at least \$3,200,000;
  - (e) RES obtaining all necessary regulatory and RES shareholder approvals required to complete the Transaction including, without limitation, RES shareholder approval:
    - (i) for the purposes of section 611 item 7 of the Corporations Act in respect of the issue of the Consideration to the FCG Shareholders;
    - (ii) for the appointment of new directors to the board of RES as nominated by FCG, to be effective on Completion;
    - (iii) to change the name of RES to Freedom Care Group Holdings Limited or such other name as FCG may direct; and
    - (iv) for any additional items which may be agreed by the Parties in writing or required by ASX;
  - (f) FCG obtaining all relevant approvals including shareholder approval for the Transaction;
  - (g) all FCG Shareholders accepting the Offers by way of executing a separate short form sale agreement and Offer acceptance and application form on terms and conditions acceptable to RES and FCG;
  - (h) conditional approval being obtained from the ASX to admit the securities of RES to trading on ASX (after RES complies with Chapters 1 and 2 of the ASX Listing Rules) and those conditions being to the reasonable satisfaction of RES and FCG;
  - (i) no material adverse changes to RES's or FCG's financial position except as contemplated by the Acquisition Agreement or approved in writing by FCG and RES; and
  - (j) execution of any other ancillary documents required in order to effect the Transaction.
11. If the conditions set out above are not satisfied (or waived in accordance with the Acquisition Agreement) on or before 31 December 2023 or such later date otherwise agreed in writing between RES and FCG, the agreement constituted by acceptance of the Offer will be at an end and the parties will be released from their obligations under this Offer.

## Completion

12. Completion of the acquisition of the FCG Shares (**Completion**) will occur as soon as possible after the last of the Conditions Precedent is satisfied or waived or such other date as is agreed in writing by the parties (**Completion Date**).
13. At Completion:
  - (a) RES shall issue to you the number of RES Shares and RES Options set out in Annexure A; and
  - (b) your FCG Shares that are being acquired in accordance with the Offer and Acceptance, Share Transfer and Application Form will be transferred to RES and your existing share certificate relating to your FCG Shares will be cancelled.
14. The actions to take place at Completion, as stated in Section 13, are interdependent and must take place, as nearly as possible, simultaneously. If one action does not take place, then without prejudice to any rights available to any party as a consequence, Completion will not be taken to have occurred and any actions taken must be reversed.
15. Each of this Offer and the sale agreements documenting the sale of other FCG Shares on issue, between RES and the other FCG Shareholders, are interdependent. Completion of this Offer must occur at the same time as completion of all other such sale agreements and Completion will only be taken to have occurred once 100% of the FCG Shares on issue on the Completion Date have been acquired by RES.

## General

16. Each party shall sign and execute and do all deeds, acts, documents and things as may reasonably be required by the other parties to effectively carry out and give effect to the terms and intentions of this Offer.
17. This Offer shall be governed by and construed in accordance with the law from time to time in Western Australia. The parties agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Courts which hear appeals from those Courts.
18. This Offer may be executed in any number of counterparts.

## Definitions and Interpretation

19. In this Offer unless the context otherwise requires:
  - AEST** means Australian Eastern Standard Time as observed in Sydney, New South Wales.
  - Acceptance, Share Transfer and Application Form** means the form accompanying this Offer which provides for the acceptance of the Offer and transfer of your FCG Shares to RES.
  - Acquisition Agreement** means the agreement entered on or around 28 August 2023 between RES and FCG in respect of the acquisition by RES of 100% of the issued share capital of FCG, a copy of which is set out in Annexure A to the Acceptance, Share Transfer and Application Form.

**ASX** means the Australian Securities Exchange.

**ASX Listing Rules** means the listing rules of the ASX.

**Closing Date** has the meaning given to that term in Section 7.

**Completion** has the meaning given to that term in Section 12.

**Completion Date** has the meaning given to that term in Section 12.

**Condition Precedent** means each of the conditions precedent set out in clause 2 of the Acquisition Agreement.

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

**FCG** means Freedom Care Corporation Pty Ltd (ACN 660 602 577).

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

**FCG Shareholder** means a holder of a FCG Share.

**Offer** has the meaning given to that term in Section 1.

**RES** means Resource Generation Limited (to be renamed Freedom Care Group Holdings Limited) (ACN 059 950 337).

**RES Option** means an option to acquire a RES Share, exercisable at \$0.25 each on or before two years from the date of issue.

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

**Section** means a section of this Offer.

**Transaction** means the offer by RES to acquire the entire share capital of FCG from the RES Shareholders on the terms and conditions set out in the Acquisition Agreement.

**\$** means Australian dollars.

20. In this Offer:

(a) headings are for convenience only and do not affect its interpretation; and

unless the context otherwise requires:

(b) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(c) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(d) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender; and



- (e) reference to parties, Sections, schedules, exhibits or annexures are references to parties, Sections, schedules, exhibits and annexures to or of this Offer and a reference to this Offer includes any schedule, exhibit or annexure to this Offer.

Executed as an agreement:

**EXECUTED** by **RESOURCE GENERATION )**  
**LIMITED (TO BE RENAMED FREEDOM CARE )**  
**GROUP HOLDINGS LIMITED) )**  
**ACN 059 950 337 )**

in accordance with section 127 of the  
*Corporations Act 2001* (Cth):



\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary\*

\_\_\_\_\_  
Jamal Sabsabi  
Name of director

\_\_\_\_\_  
Name of director/company secretary\*

\*please delete as applicable

## ANNEXURE A – OFFER TERMS

FCG Shareholder	FCG Shares held	Consideration to be issued	
		RES Shares to be issued	RES Options to be issued
Jamal and Doha Holdings Pty Ltd ATF Sabsabi 2 Family Trust	1,833	15,122,250	5,000,000

## ACCEPTANCE, SHARE TRANSFER AND APPLICATION FORM

**THIS IS AN IMPORTANT DOCUMENT. IF YOU ARE IN DOUBT AS TO HOW TO COMPLETE THIS FORM, PLEASE CONSULT YOUR FINANCIAL ADVISER IMMEDIATELY.**


Offer by Resource Generation Limited (to be renamed Freedom Care Group Holdings Limited) (ACN 059 950 337) (**RES**) to acquire 100% of your shares in Freedom Care Corporation Pty Ltd (ACN 660 602 577) (**FCG**).

### HOW TO ACCEPT THE OFFER

Your acceptance must be received by no later than 5:00pm (AEST) on 10 November 2023 (unless extended by notice in writing from RES to FCG). To accept this Offer, please complete, sign and date this form and return (with any accompanying documents required) to RES at Suite 706, Level 7, 89 York Street, Sydney NSW 2000 and by email to Campbell Welch at [campbell.welch@novuscapital.com.au](mailto:campbell.welch@novuscapital.com.au).

<b>FULL NAME OF COMPANY OR CORPORATION IN WHICH SECURITIES ARE BEING TRANSFERRED</b>		Freedom Care Corporation Pty Ltd (ACN 660 602 577) ( <b>FCG</b> )
<b>PLACE OF REGISTRATION</b>		New South Wales
<b>DESCRIPTION OF SECURITIES</b>		Fully paid ordinary shares
<b>QUANTITY</b>	<b>WORDS</b>	One thousand eight hundred and thirty-three
	<b>FIGURES</b>	1,833
<b>FULL NAME(S) OF TRANSFEROR(S)/APPLICANT(S) (SELLER(S))</b>	<b>OF</b>	Jamal and Doha Holdings Pty Ltd (ACN 660 549 360) ATF Sabsabi 2 Family Trust
<b>ADDRESS TRANSFEROR(S)/APPLICANT(S) (SELLER(S))</b>	<b>OF</b>	C/- OWBIZ Corporate Pty Ltd Suite 4, Level 6, 402 Chapel Road Bankstown, NSW 2200
<b>CONTACT DETAILS TRANSFEROR(S)/APPLICANT(S) (SELLER(S))</b>	<b>OF</b>	<b>Telephone:</b> 0412 225 777 <b>Contact Name:</b> Jamal Sabsabi <b>Email:</b> <a href="mailto:jamal@freedomcaregroup.com.au">jamal@freedomcaregroup.com.au</a>
<b>CONSIDERATION</b>		15,122,250 fully paid ordinary shares in the capital of Resource Generation Limited (to be renamed Freedom Care Group Holdings Limited) (ACN 059 950 337) ( <b>RES or the Buyer</b> ); and  5,000,000 options to acquire shares in RES exercisable at \$0.25 each on or before the date that is two years from the date of issue;  all pursuant to the acquisition agreement between RES and FCG dated or around 28 August 2023 set out in Annexure A to this Acceptance, Share Transfer and Application Form ( <b>Acquisition Agreement</b> ).
<b>DATE OF PURCHASE</b>		
<b>FULL NAME(S) OF TRANSFEREE (BUYER)</b>		Resource Generation Limited (to be renamed Freedom Care Group Holdings Limited) (ACN 059 950 337)
<b>FULL POSTAL ADDRESS OF TRANSFEREE (BUYER)</b>		Suite 706, Level 7, 89 York Street, Sydney NSW 2000

I/We the abovenamed transferor(s) (**Seller**) accept the Offer in respect of 100% of my/our FCG Shares and for the above consideration do hereby transfer to the abovenamed transferee (**Buyer**) the securities as specified above standing in my/our name in the books of FCG, subject to the terms and conditions of the Offer and those below and on the reverse (**Terms & Conditions**) and the Buyer hereby agrees to accept the said securities subject to the Terms & Conditions. We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed (if applicable).

<p><b>TRANSFEROR(S)</b> <b>SELLER(S)</b></p>	<p>EXECUTED by JAMAL AND ) DOHA HOLDINGS PTY LTD ) ACN 660 549 360 ATF SABSABI 2 ) FAMILY TRUST ) in accordance with section 127 of the Corporations Act 2001 (Cth):</p>  <p>_____ Signature of director</p> <p>_____ Name of director</p> <p>*please delete as applicable</p>	<p>_____ Signature of director/company secretary*</p> <p>_____ Name of director/company secretary*</p>
<p><b>DATE EXECUTED</b> <b>TRANSFeree(S)</b> <b>BUYER(S)</b></p>	<p>EXECUTED by RESOURCE ) GENERATION LIMITED (TO BE ) RENAMED FREEDOM CARE ) GROUP HOLDINGS LIMITED) ) ACN 059 950 337 ) in accordance with section 127 of the Corporations Act 2001 (Cth):</p> <p>_____ Signature of director</p> <p>_____ Name of director</p> <p>*please delete as applicable</p>	<p>_____ Signature of director/company secretary*</p> <p>_____ Name of director/company secretary*</p>
<p><b>DATE EXECUTED</b></p>		

**Terms and Conditions**

**1. Sale and Purchase of FCG Shares**

- 1.1 FCG entered into an acquisition agreement with RES on or around 28 August 2023 (**Acquisition Agreement**).
- 1.2 The Acquisition Agreement requires FCG to procure that those holders of shares in FCG (**FCG Shareholders**) enter into an agreement with the Buyer to sell their ordinary shares in FCG at the same time as completion under the Acquisition Agreement.
- 1.3 The Seller owns the ordinary shares in FCG specified in this Acceptance, Share Transfer and Application Form (**Shares**) and is not party to the Acquisition Agreement.
- 1.4 The Seller agrees to sell and the Buyer agrees to buy the Shares in accordance with the this Acceptance, Share Transfer and Application Form and subject to the Terms and Conditions (**Agreement**).

**2. Application for Shares**

- 2.1 This Acceptance, Share Transfer and Application Form also serves as an acceptance by the Seller of the Offer and an application form for ordinary fully paid shares in the capital of RES (**RES Shares**) and options to acquire RES Shares (**RES Options**) to be issued as consideration under the Acquisition Agreement, made under the terms set out in the replacement prospectus issued by RES on 4 September 2023 (**Prospectus**). The expiry date of the Prospectus is the date which is 13 months after the date of the Prospectus.
- 2.2 The Prospectus contains important information relevant to your decision to apply for the RES Shares and RES Options and you should read the entire Prospectus before applying for RES Shares and RES Options. If you are in doubt as to how to deal with this Acceptance, Share Transfer and Application Form, please

contact your accountant, lawyer, stockbroker or other professional adviser. To meet the requirements of the Corporations Act, this Acceptance, Share Transfer and Application Form must not be distributed unless included in, or accompanied by, the Prospectus and any supplementary prospectus (if applicable). This Acceptance, Share Transfer and Application Form must be completed in accordance with the instructions included in the Prospectus.

- 2.3 BY SUBMITTING THIS ACCEPTANCE, SHARE TRANSFER AND APPLICATION FORM, YOU DECLARE THAT:
- (a) all details and statements made on the form are complete and accurate;
  - (b) where information has been provided about another individual, that individual's consent has been obtained to transfer the information to RES;
  - (c) RES and its officers and agents are authorised to do anything on your behalf (including the completion and execution of documents) to enable the RES Shares and RES Options to be allocated to you;
  - (d) you agree to be bound by the constitution of RES;
  - (e) neither RES nor any person or entity guarantees any particular rate of return on the RES Shares or options for RES Shares, nor do they guarantee the repayment of capital.

### 3. Completion

At Completion:

- 3.1 the Seller must transfer to the Buyer the Shares together with all rights attached to them;
- 3.2 title to and risk in the Shares passes to Buyer; and
- 3.3 the Buyer must issue the consideration specified in this Acceptance, Share Transfer and Application Form to the Seller (**Consideration Securities**) (including by registering the Seller as the holder of the Consideration Securities and issuing to the Seller a share certificate or holding statement in respect of the Consideration Securities) in accordance with the requirements of this Agreement.

### 4. Post-Completion

If title to the Shares is not capable of being transferred to the Buyer by the Seller at Completion, then from Completion the Seller shall hold the Shares on trust for the Buyer and deal with the rights attaching to the Shares at the Buyer's sole and exclusive direction.

### 5. Escrow

The Consideration Securities will be subject to escrow if required by the ASX Listing Rules or any applicable voluntary escrow under the Acquisition Agreement and the Seller agrees to enter into a restriction agreement to give effect to this requirement.

### 6. Seller Warranties

- 6.1 The Seller, on a joint and several basis with the other FCG Shareholders, gives the warranties set out in Annexure A of the Acquisition Agreement in favour of the Buyer, on the date this Agreement is executed and on each day up to the Completion Date (including at Completion).
- 6.2 In addition to the warranties set out in Annexure A of the Acquisition Agreement, the Seller represents and warrants to Buyer on the date this Agreement is executed and on each day up to the Completion Date (including at Completion) as follows:
  - (a) the Seller is the owner of the Shares which are fully paid up and are free of all encumbrances, other third-party rights and there are no outstanding or contingent options, contracts, calls, pre-emptive rights, first refusals, commitments, rights or demands of any kind relating to the Shares;
  - (b) the Seller has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms and has full power to enter into and perform its obligations under this Agreement;
  - (c) if the Seller enters into this Agreement as trustee of a trust, it warrants that:
    - (i) it is the only trustee of the trust;
    - (ii) no action has been taken or proposed to remove it as trustee of the trust;
    - (iii) it has power under the trust deed of the trust to enter into and comply with its obligations under this Agreement;
    - (iv) it has in full force and effect the authorisations necessary to enter into this Agreement, and any documents contemplated by this Agreement and comply with its obligations under those documents;
    - (v) it has a right to be fully indemnified out of the trust funds of the trust in respect of obligations incurred by it under this Agreement and other documents contemplated by this Agreement; and
    - (vi) it has not, and never has been, in default under the trust deed of the trust;
  - (d) the execution, delivery and performance by the Seller of this Agreement complies with:
    - (i) any applicable companies law;
    - (ii) the constitution or other constituent documents of the Seller, if any; and
    - (iii) any encumbrance which is binding on the Seller;

- (e) no event of insolvency has occurred in relation to the Seller nor is there any act which has occurred or any omission made which may result in an event of insolvency occurring in relation to the Seller; and
  - (f) the Seller is not involved in any litigation, arbitration or administrative proceeding and has no knowledge of any such litigation, arbitration or administrative proceeding pending or threatened.
- 6.3 Each of the warranties set out in Annexure A of the Acquisition Agreement and clause 6.2 of this Agreement (**Seller Warranties**) is to be construed independently of the others and is not limited by reference to any other warranty.
- 6.4 The Seller acknowledges that the Buyer has entered into this Agreement and will complete this Agreement (and the Acquisition Agreement) in reliance on the Seller Warranties.

**7. Power of Attorney**

The Seller hereby appoints the Buyer to be its attorney from the date of execution of this form by the Seller until the earlier of termination of the Acquisition Agreement in accordance with its terms or Completion, and the Buyer may, in the name of the Seller, do all acts and things and complete and execute any document necessary to give effect to the escrow or restriction of any of the Consideration Securities and to satisfy the Completion deliverables of the Seller under the Acquisition Agreement.

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

The Seller declares that this power of attorney in favour of the Buyer is given for good and valuable consideration and is irrevocable for the term.

**8. Pre-Emptive Rights**

8.1 The Seller waives any pre-emptive rights or first rights of refusal or other restrictions on transfer (including all drag along/tag long rights) that it has the benefit of in relation to the sale or transfer of fully paid ordinary shares in FCG to RES under the Offer and equivalent offers to each other FCG shareholder including those rights in the constitution of FCG or any other agreement with any other shareholder, or otherwise.

8.2 The Seller irrevocably waives any pre-emptive rights or first rights of refusal or other restrictions on transfer (including all drag along/tag long rights) in respect of the issue or transfer of any securities in FCG prior to the date of this Agreement whether under the constitution of FCG or any other agreement with any other shareholder, or otherwise, irrevocably waives all claims and accrued rights in respect of any previous non-compliance with any pre-emptive rights or first rights of refusal in respect of the issue or transfer of any securities in FCG prior to the date of this Agreement and acknowledges and agrees that, in respect of any previous issue or transfer of any securities in RES, it will not have any claim against FCG or any other security holder of FCG and FCG or any other security holder of FCG will not have any liability for any claim of the Seller.

**9. Confidentiality**

Each of the parties agree to keep the terms and conditions of this Agreement confidential and will not, except as required by law including the rules of any stock exchange, disclose the terms and conditions of this Agreement to any third party without the prior written consent of the other parties.

**10. Binding Effect**

The parties agree to be legally bound by and to implement and give effect to the terms of each obligation under this Agreement.

**11. Governing Law**

This Agreement is governed by the laws of New South Wales.