



ROBO 3D LIMITED
ACN 009 256 535

Notice of General Meeting

Explanatory Statement and Proxy Form

Date of Meeting:
Tuesday, 31 October 2017

Time of Meeting:
3.00PM (AEDT)

Place of Meeting:
**Chartered Accountants Australia and New Zealand
Level 18 Bourke Place
600 Bourke Street
Melbourne Victoria 3000**

This Notice of General Meeting and Explanatory Statement should be read in its entirety. If shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional advisor without delay

ROBO 3D LIMITED

ACN 009 256 535

Registered office: Level 4, 100 Albert Road, South Melbourne, Vic, 3205

NOTICE OF GENERAL MEETING

Notice is given that the General Meeting of Shareholders of Robo 3D Limited ("Robo" or the "Company") will be held at the offices of Chartered Accountants Australia and New Zealand, Level 18 Bourke Place, 600 Bourke Street, Melbourne Victoria 3000 at 3.00pm (AEDT) on Tuesday, 31 October 2017 ("Meeting").

AGENDA

The Explanatory Statement and proxy form which accompany and form part of this Notice, describe in more detail the matters to be considered. Please consider this Notice, the Explanatory Statement and the proxy form in their entirety.

ORDINARY BUSINESS

Resolution 1: Ratification of Prior Issue of Capital Raising Shares

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders approve, ratify and confirm the allotment and issue on 27 June 2017 of 13,333,333 Shares with an issue price of \$0.06 per Share as described in the Explanatory Statement."

Resolution 2: Ratification of Prior Issue of Advisor Shares

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders approve, ratify and confirm the allotment and issue on 27 June 2017 of 550,000 Shares as described in the Explanatory Statement."

Resolution 3: Ratification of Prior Grant of Loan Fee Options

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders approve, ratify and confirm the allotment and grant on 27 June 2017, 9 August 2017 and 24 August 2017 of a total of 1,500,000 Options, each exercisable at \$0.10 and expiring on the date that is four years after grant as described in the Explanatory Statement."

Resolution 4: Ratification of Prior Issue of Placement Shares

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders approve, ratify and confirm the allotment and issue on 15 September 2017 of 6,666,667 Shares with an issue price of \$0.06 per Share as described in the Explanatory Statement."

Resolution 5: Ratification of Prior Issue of Settlement Shares

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders approve, ratify and confirm the allotment and issue on or about 6 October 2017 of 2,000,000 Shares as described in the Explanatory Statement."

Resolution 6: Ratification of Prior Issue of First Convertible Notes

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

*"That for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders approve, ratify and confirm the issue of 400,000 convertible notes each with a purchase price of \$1.00 and a face value of \$1.10 on or about 9 October 2017 (**First Convertible Notes**) and the issue of up to 11,000,000 Shares (being a floor price of \$0.04 per Share) on conversion of the First Convertible Notes as described in the Explanatory Statement."*

Resolution 7: Approval to Grant Attaching Options

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue and allotment of up to 6,666,667 Attaching Options in respect of the Placement, each exercisable at \$0.06 and expiring on the date that is two years after the date of grant, as described in the Explanatory Statement."

Resolution 8: Approval to Grant Facility Options for First Convertible Notes

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the grant and allotment of up to 2,256,410 Facility Options in respect of the First Convertible Notes, each exercisable at \$0.078 and expiring on the date that is three years after the date of grant, as described in the Explanatory Statement."

Resolution 9: Approval to Vary Terms of First Convertible Notes

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the amendment of the floor price for the conversion of the First Convertible Notes such that it is reduced from \$0.04 per Share to \$0.005 per Share (subject to the requirements in the Corporations Act and the Listing Rules) as described in the Explanatory Statement."

Resolution 10: Approval to Issue Second Convertible Notes

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the:

- (a) issue of 1,000,000 convertible notes each with a purchase price of \$1.00 and a face value of \$1.10 (**Second Convertible Notes**) and the issue of up to 220,000,000 Shares on conversion of the Second Convertible Notes (subject to the requirements in the Corporations Act and the Listing Rules); and*
- (b) grant of up to such number of Facility Options calculated using the Facility Option Formula on issue of the Second Convertible Notes, each exercisable at the Facility Option Exercise Price and expiring on the date that is three years after the date of grant,*

as described in the Explanatory Statement."

Resolution 11: Approval to Issue Shares and Options to Corporate Advisor

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

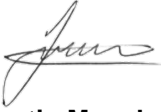
"That for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the:

- (a) issue of 800,000 Shares; and*
- (b) grant of 3,600,000 Options, each exercisable at \$0.09 and expiring on the date that is 3 years after the date of grant,*

as described in the Explanatory Statement."

DATED this 27th day of September 2017 at Melbourne

By order of the Board

A handwritten signature in black ink, appearing to read 'Justin', with a horizontal line extending from the end of the signature.

Justin Mouchacca
Company Secretary

Notes

1. **Entire Notice:** The details of the resolution contained in the Explanatory Notes accompanying this Notice of Meeting should be read together with, and form part of, this Notice of Meeting.
2. **Record Date:** The Company has determined that for the purposes of the Meeting, shares will be taken to be held by the persons who are registered as holding the shares at 7.00pm on the date 48 hours before the date of the Meeting will be taken, for the purposes of the Meeting, to be held by the persons who held them at that time. Only those persons will be entitled to vote at the Meeting and transfers registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.
3. **Proxies**
 - a. Votes at the Meeting may be given personally or by proxy, attorney or representative.
 - b. Each Shareholder has a right to appoint one or two proxies.
 - c. A proxy need not be a Shareholder of the Company.
 - d. If a Shareholder is a company it must execute under its common seal or otherwise in accordance with its constitution.
 - e. Where a Shareholder is entitled to cast two or more votes, the Shareholder may appoint two proxies and may specify the proportion of number of votes each proxy is appointed to exercise.
 - f. If a Shareholder appoints two proxies, and the appointment does not specify the proportion or number of the Shareholder's votes, each proxy may exercise half of the votes. If a Shareholder appoints two proxies, neither proxy may vote on a show of hands.
 - g. A proxy must be signed by the Shareholder or his or her attorney who has not received any notice of revocation of the authority. Proxies given by corporations must be signed in accordance with corporation's constitution and Corporations Act.
 - h. To be effective, proxy forms must be received by the Company's share registry (Advanced Share Registry Ltd) no later than 48 hours before the commencement of the Annual Meeting, this is no later than 3.00pm (AEDT) on 29 October 2017. Any proxy received after that time will not be valid for the Meeting.

4. Corporate Representative

Any corporate Shareholder who has appointed a person to act as its corporate representative at the Meeting should provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that company's representative. The authority may be sent to the Company and/or registry in advance of the Meeting or handed in at the Meeting when registering as a corporate representative.

5. Voting Exclusion Statements

Resolutions 1 to 6

The Company will disregard any votes cast on this resolution by any person who participated in the issue and any associates of those persons.

However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Resolutions 7 to 11

The Company will disregard any votes cast on this resolution by a person who may participate in the issue and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the resolution is passed, and any associates of those persons.

However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

6. Enquiries

Shareholders are invited to contact the Company Secretary, Justin Mouchacca on (03) 9692 7222 if they have any queries in respect of the matters set out in these documents.

EXPLANATORY STATEMENT

Resolution 1: Ratification of Prior Issue of Capital Raising Shares

Background

The Company is seeking Shareholder approval to ratify the issue of 13,333,333 Shares ("**Capital Raising Shares**") at an issue price of \$0.06 per Share to professional and sophisticated investors as part of the Company's capital raising as announced on 19 June 2017 ("**Capital Raising**").

Pursuant to the Capital Raising, the Company would raise a total of up to \$1.8 million, comprising:

- (a) approximately \$800,000 (before costs) from the issue of the Capital Raising Shares; and
- (b) up to \$1 million pursuant to the Loan with an entity associated with major Shareholder Tony Grist.

The Company completed the issue of the Capital Raising Shares on 27 June 2017. The Capital Raising Shares were issued within the Company's 15% annual limit permitted under Listing Rule 7.1 without the need for Shareholder approval.

Listing Rule 7.1 provides that a company must not (subject to specified exceptions), without the approval of Shareholders, issue or agree to issue during any 12 month period any equity securities, or other securities with rights to conversion to equity (such as an option), if the number of those securities exceeds 15% of the number of ordinary securities on issue at the commencement of that 12 month period.

Listing Rule 7.4 provides that a company may reinstate its capacity to issue up to 15% of the ordinary securities on issue in a 12 month period if Shareholders ratify the previous issue of securities and the issue did not breach Listing Rule 7.1. Accordingly, Resolution 1 seeks Shareholder approval for the ratification of the prior issue of the Capital Raising Shares pursuant to Listing Rule 7.4. By ratifying the issue of the Capital Raising Shares (and approving or ratifying the other issues of Shares and Options the subject of this Notice), the Company's ability to issue securities within the 15% placement capacity under Listing Rule 7.1 during the next 12 months without obtaining prior Shareholder approval will be restored.

Resolution 1 is an ordinary resolution.

Listing Rule 7.5 requires that the following information be provided to Shareholders for the purpose of obtaining Shareholder approval pursuant to Listing Rule 7.4:

- (a) the total number Shares that were issued is 13,333,333;
- (b) the Shares were issued at a price of \$0.06 per Share;
- (c) the Shares allotted and issued are fully paid ordinary shares of the Company ranking equally with the existing Shares on issue;
- (d) the Shares were allotted and issued to new and existing professional and sophisticated investors, each of whom is not a related party of the Company;
- (e) the funds raised will be used for sales and marketing expenses and for on-going working capital requirements; and
- (f) a voting exclusion statement is included in the Notice.

Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 1. The Chairman of the meeting intends to vote undirected proxies in favour of Resolution 1.

Resolution 2: Ratification of Prior Issue of Advisor Shares

Background

The Company is seeking Shareholder approval to ratify the issue of 550,000 Shares ("**Advisor Shares**") to S3 Consortium Pty Ltd in lieu of services provided to the Company as announced on 19 June 2017.

The Company completed the issue of the Advisor Shares on 27 June 2017. The Advisor Shares were issued within the Company's 15% annual limit permitted under Listing Rule 7.1 without the need for Shareholder approval.

A summary of Listing Rules 7.1 and 7.4 are provided on page 6 of this Explanatory Memorandum.

Resolution 2 seeks Shareholder approval for the ratification of the prior issue of the Advisor Shares pursuant to Listing Rule 7.4. By ratifying the issue of the Advisor Shares (and approving or ratifying the other issues of Shares and Options the subject of this Notice), the Company's ability to issue securities within the 15% placement capacity under Listing Rule 7.1 during the next 12 months without obtaining prior Shareholder approval will be restored.

Resolution 2 is an ordinary resolution.

Listing Rule 7.5 requires that the following information be provided to Shareholders for the purpose of obtaining Shareholder approval pursuant to Listing Rule 7.4:

- (a) the total number of Shares that were issued is 550,000;
- (b) the Shares were issued for nil consideration as consideration in lieu of services provided by S3 Consortium Pty Ltd to the Company. Accordingly, no funds were raised from the issue;
- (c) the Shares allotted and issued are fully paid ordinary shares of the Company ranking equally with the existing Shares on issue;
- (d) the Shares were allotted and issued to S3 Consortium Pty Ltd, who is not a related party of the Company; and
- (e) a voting exclusion statement is included in the Notice.

Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 2. The Chairman of the meeting intends to vote undirected proxies in favour of Resolution 2.

Resolution 3: Ratification of Prior Grant of Loan Fee Options

Background

As announced by the Company on 19 June 2017, the Company has entered into the Loan with Denlin, an entity associated with major Shareholder Tony Grist. Pursuant to the terms of the Loan, each time the Company makes a drawdown of the Loan, the Company is required to grant 500,000 Options, each exercisable at \$0.10 and expiring on the date that is four years after grant ("**Loan Fee Options**") to Denlin.

As at the date of this Notice, the Company has made three drawdowns of \$250,000 under the Loan. Accordingly, the Company has issued a total of 1,500,000 Loan Fee Options to Denlin, comprised of three equal tranches of 500,000 Options granted on 27 June 2017, 9 August 2017 and 24 August 2017. The 1,500,000 Loan Fee Options were granted within the Company's 15% annual limit permitted under Listing Rule 7.1 without the need for Shareholder approval.

A summary of Listing Rules 7.1 and 7.4 are provided on page 6 of this Explanatory Memorandum.

Resolution 3 seeks Shareholder approval for the ratification of the prior issue of 1,500,000 Loan Fee Options pursuant to Listing Rule 7.4. By ratifying the issue of the 1,500,000 Loan Fee Options (and approving or ratifying the other issues of Shares and Options the subject of this Notice), the Company's ability to issue securities within the 15% placement capacity under Listing Rule 7.1 during the next 12 months without obtaining prior Shareholder approval will be restored.

Resolution 3 is an ordinary resolution.

Listing Rule 7.5 requires that the following information be provided to Shareholders for the purpose of obtaining Shareholder approval pursuant to Listing Rule 7.4:

- (a) the total number of Loan Fee Options that were granted is 1,500,000;

- (b) the Loan Fee Options are each exercisable at \$0.10 and expire on the date that is four years after the date of grant. Full terms and conditions of the Loan Fee Options are set out in Annexure A. Shares issued upon exercise of the Options will be fully paid ordinary shares of the Company ranking equally with the existing Shares on issue;
- (c) the Loan Fee Options were allotted and issued to Denlin, who is not a related party of the Company;
- (d) the Loan Fee Options were issued for a nil consideration as the fees for the first three drawdowns under the Loan and, accordingly, there were no funds raised from their issue. Any funds raised upon exercise of the Loan Fee Options will be applied to the working capital requirements of the Company at the time of exercise; and
- (e) a voting exclusion statement is included in the Notice.

Board Recommendation

The Board unanimously recommends that the Shareholders vote in favour of Resolution 3. The Chairman of the meeting intends to vote undirected proxies in favour of Resolution 3.

Resolution 4: Ratification of Prior Issue of Placement Shares

Background

The Company is seeking Shareholder approval to ratify the issue of 6,666,667 Shares ("**Placement Shares**") at an issue price of \$0.06 per Share to professional and sophisticated investors pursuant to the equity placement announced by the Company on 11 September 2017 to raise a total of \$400,000 (before costs) ("**Placement**").

Under the Placement the Company also proposes, subject to Shareholder approval, to issue a total of 6,666,667 Attaching Options to the participants of the Placement on the basis of 1 Attaching Option for every Placement Share issued. The issue of Attaching Options under the Placement are the subject of Resolution 7.

The Company completed the issue of the Placement Shares on 15 September 2017. The Placement Shares were issued within the Company's 15% annual limit permitted under Listing Rule 7.1 without the need for Shareholder approval.

A summary of Listing Rules 7.1 and 7.4 are provided on page 6 of this Explanatory Memorandum.

Resolution 4 seeks Shareholder approval for the ratification of the prior issue of the Placement Shares pursuant to Listing Rule 7.4. By ratifying the issue of the Placement Shares (and approving or ratifying the other issues of Shares and Options the subject of this Notice), the Company's ability to issue securities within the 15% placement capacity under Listing Rule 7.1 during the next 12 months without obtaining prior Shareholder approval will be restored.

Resolution 4 is an ordinary resolution.

Listing Rule 7.5 requires that the following information be provided to Shareholders for the purpose of obtaining Shareholder approval pursuant to Listing Rule 7.4:

- (a) the total number Shares that were issued is 6,666,667;
- (b) the Shares were issued at a price of \$0.06 per Share;
- (c) the Shares allotted and issued are fully paid ordinary shares of the Company ranking equally with the existing Shares on issue;
- (d) the Shares were allotted and issued to new and existing professional and sophisticated investors, each of whom is not a related party of the Company;
- (e) the funds raised will be used to fulfil the pre-orders for the Company's products received to date and for on-going working capital requirements; and
- (f) a voting exclusion statement is included in the Notice.

Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 4. The Chairman of the meeting intends to vote undirected proxies in favour of Resolution 4.

Resolution 5: Ratification of Prior Issue of Settlement Shares

Background

On 1 March 2016, Alexander Nawrocki filed a complaint in the Superior Court of San Diego County, California against Robo3D LLC, a California limited liability company, Braydon Moreno, Jacob Kabili and Christopher Lamb. The complaint arises out of a consulting agreement between Dr Nawrocki and Robo 3D LLC and alleges claims for breach of contract, quantum meruit and fraud in the inducement. Robo 3D LLC and Messrs Moreno, Kabili and Lamb deny the allegations in the complaint. Refer to the Company's prospectus dated 18 November 2016 for further details regarding these claims.

As announced by the Company on 14 September 2017, the founders of the Robo business, the Company and Dr Nawrocki have entered into a settlement agreement ("**Settlement Agreement**") in relation to Dr Nawrocki's claims, pursuant to which Mr Nawrocki will be issued 2,000,000 Shares ("**Settlement Shares**") (500,000 of which are subject to voluntary escrow until 16 December 2017 and the remaining Shares are subject to voluntary escrow to 16 December 2018) in full and final settlement of Dr Nawrocki's complaints. The Settlement Agreement also contains mutual releases, covenants not to sue and representations and warranties that are usual for an agreement of that nature.

It is anticipated that, the Company will issue the Settlement Shares to Dr Nawrocki on or about 6 October 2017. The Settlement Shares were issued within the Company's 15% annual limit permitted under Listing Rule 7.1 without the need for Shareholder approval.

A summary of Listing Rules 7.1 and 7.4 are provided on page 6 of this Explanatory Memorandum.

Resolution 5 seeks Shareholder approval for the ratification the prior issue of the Settlement Shares pursuant to Listing Rule 7.4. By ratifying the issue of the Settlement Shares (and approving or ratifying the other issues of Shares and Options the subject of this Notice), the Company's ability to issue securities within the 15% placement capacity under Listing Rule 7.1 during the next 12 months without obtaining prior Shareholder approval will be restored.

Resolution 5 is an ordinary resolution.

Listing Rule 7.5 requires that the following information be provided to Shareholders for the purpose of obtaining Shareholder approval pursuant to Listing Rule 7.4:

- (a) the total number of Shares that were issued is 2,000,000;
- (b) the Shares were issued in full and final satisfaction of the claims by Dr Alexander Nawrocki pursuant to the Settlement Agreement. Accordingly, no funds were raised from the issue;
- (c) the Shares allotted and issued are fully paid ordinary shares in the capital of the Company ranking equally with the existing Shares on issue (subject to various escrow restrictions);
- (d) the Shares were allotted and issued to Dr Alexander Nawrocki who is not a related party of the Company; and
- (e) a voting exclusion statement is included in the Notice.

Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 5. The Chairman of the meeting intends to vote undirected proxies in favour of Resolution 5.

Resolution 6: Ratification of Prior Issue of First Convertible Notes

Background

As announced by the Company on 11 September 2017, the Company and has entered into a convertible loan agreement with L1 Capital ("**Facility**") for the issue of:

- (a) 400,000 convertible notes each with a purchase price of \$1.00 and a face value of \$1.10 to raise a total of \$400,000 (the First Convertible Note); and
- (b) subject to Shareholder approval, up to 1,000,000 additional convertible notes each with a purchase price of \$1.00 and a face value of \$1.10 to raise up to an additional \$1,000,000 (the Second Convertible Notes) to be agreed between the Company and L1 Capital.

The Company has the option but not the obligation to issue the Second Convertible Notes and the total face value of the Second Convertible Notes is to be agreed between the Company and L1 Capital. However, it must be issued by the Company within 2 trading days after Shareholder approval is obtained.

The purchase price of a convertible note under the Facility (ie, the amount the Company receives on issue of the convertible note) is equal to 90% of the aggregate face value. Convertible notes issued under the Facility will mature 12 months after the relevant issue date. At maturity, the Company must repay all amounts outstanding on a convertible note in cash unless:

- (a) L1 Capital elects to convert some or all of the issued convertible notes at the Conversion Price (and makes any payments due to L1 Capital where the Conversion Price is lower than the Floor Price); or
- (b) The Company elects to redeem some or all of the issued convertible notes by paying an amount equal to 120% of all amounts outstanding on the convertible note in cash.

L1 Capital has the right to exclude 50% of the convertible notes from early redemption by the Company. The Company is seeking to reduce the Floor Price for the First Convertible Notes to match the Floor Price for the Second Convertible Notes pursuant to Resolution 10.

A summary of the key terms of convertible notes to be issued under the Facility are set out in Annexure B.

Under the Facility, the Company will also grant L1 Capital the following number of Facility Options on issue of the convertible notes:

- (a) for the First Convertible Notes, 2,256,410 Facility Options; and
- (b) for the Second Convertible Notes (if issued), such number of Facility Options calculated using the Facility Option Formula.

The issue of Facility Options under the Facility are subject to Shareholder approval, which is being sought by the Company in respect of both the First Convertible Notes and the Second Convertible Notes (if issued) pursuant to Resolutions 8 and 10 respectively.

It is anticipated that, the Company will issue the First Convertible Notes on or before 9 October 2017 pursuant to a prospectus dated 20 September 2017.

A summary of Listing Rules 7.1 and 7.4 are provided on page 6 of this Explanatory Memorandum.

Resolution 6 seeks Shareholder approval for the ratification of the prior issue of the First Convertible Notes the issue of up to 11,000,000 Shares (subject to Resolution 9) on conversion of the First Convertible Notes pursuant to Listing Rule 7.4. By ratifying the issue of the First Convertible Notes and the issue of Shares on conversion of the First Convertible Notes (and approving or ratifying the other issues of Shares and Options the subject of this Notice), the Company's ability to issue securities within the 15% placement capacity under Listing Rule 7.1 during the next 12 months without obtaining prior Shareholder approval will be restored.

Resolution 6 is an ordinary resolution.

Listing Rule 7.5 requires that the following information be provided to Shareholders for the purpose of obtaining Shareholder approval pursuant to Listing Rule 7.4:

- (a) the total face value of the First Convertible Notes is \$440,000 and the maximum number of Shares that may be issued on conversion of the First Convertible Notes is 11,000,000 Shares at the Floor Price (subject to Resolution 9);
- (b) the First Convertible Notes will be issued after the date of this Notice but on or before 9 October 2017 (ie, prior to the date of the Meeting);
- (c) the terms of Facility are outlined above and a summary of the key terms of convertible notes to be issued under the Facility are set out in Annexure B. The Shares that may be issued on conversion of the First Convertible Notes will be fully paid ordinary shares of the Company ranking equally with the existing Shares on issue;
- (d) the First Convertible Notes was issued to L1 Capital, who is not a related party of the Company. Any Shares issued on conversion of the First Convertible Notes will also be issued to L1 Capital;
- (e) the funds raised from the issue of the First Convertible Notes will be used to fulfil the pre-orders for the Company's products received to date and for on-going working capital requirements. Any Shares issued on conversion of the First Convertible Notes will be issued to repay the face value of the First Convertible Notes in Shares rather than in cash and, accordingly, there were no funds raised from their issue; and

- (f) a voting exclusion statement is included in the Notice.

Board Recommendation

The Board unanimously recommends that the Shareholders vote in favour of Resolution 6. The Chairman of the meeting intends to vote undirected proxies in favour of Resolution 6.

Potential Effect on Capital Structure

The effect on the Company's issued share capital on conversion of the First Convertible Notes based on the following assumptions:

- (a) the full amount of the First Convertible Notes are converted into Shares; and
- (b) the conversion price is \$0.04 (being the Floor Price of \$0.04).

Shares	Number
Shares on issue prior to the issue of the First Convertible Notes and the Second Convertible Notes	258,953,133
Maximum number of Shares issued upon conversion of the First Convertible Notes (at a Floor Price of \$0.04) ⁽¹⁾	11,000,000
Total Shares on issue following conversion of the entire Facility	269,953,133

(1) L1 Capital has agreed not to convert any convertible notes issued under the Facility which would result in it holding a relevant interest in more than 19.99% of the issued Shares. If the conversion of convertible notes or the issue of any securities under the Facility results in a breach of the Corporations Act the Listing Rules or other law, the Company can refuse to convert the convertible notes or issue the security and the convertible notes will solely be debt instruments.

Refer to Page 15 of this Explanatory Memorandum for the potential effect on Company's issued share capital of the conversion of the entire Facility.

Resolution 7: Approval to Grant Attaching Options

Pursuant to the terms of the Placement, the Company has agreed to grant a total of 6,666,667 Attaching Options, each exercisable at \$0.06 and expiring 2 years after grant, to the participants of the Placement on the basis of 1 Attaching Option for every Placement Share issued. See page 8 of this Explanatory Memorandum for further details regarding the Placement.

A summary of Listing Rule 7.1 is provided on page 6 of this Explanatory Memorandum.

The effect of this Resolution 7 will be to allow the Company to grant 6,666,667 Attaching Options during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity under Listing Rule 7.1.

Resolution 7 is an ordinary resolution.

Listing Rule 7.3 requires that the following information be provided to Shareholders for the purpose of obtaining Shareholder approval pursuant to Listing Rule 7.4:

- (a) the maximum number of securities to be issued is 6,666,667 Attaching Options;
- (b) the Attaching Options will be issued no later than three months after the date of the Meeting (or such later date to the extent permitted by an ASX waiver or modification of the Listing Rules) and it is intended that all of the Attaching Options will be issued on the same date;
- (c) the Attaching Options are each exercisable at \$0.06 and expire on the date that is two years after the date of grant. Full terms and conditions of the Attaching Options are set out in Annexure C. The Shares issued on exercise of the Attaching Options will be fully paid ordinary shares in the capital of the Company ranking equally with the existing Shares on issue;
- (d) the Attaching Options will be issued to the participants of the Placement as part of the fees for subscribing for Placement Shares. Accordingly, no funds were raised from the issue;
- (e) the Attaching Options will be issued to participants of the Placement, none of whom is a related party of the Company; and
- (f) a voting exclusion statement is included in the Notice.

Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 7. The Chairman of the meeting intends to vote undirected proxies in favour of Resolution 7.

Resolution 8: Approval to Grant Facility Options for the First Convertible Notes

Background

Under the Facility, the Company has agreed to grant up to 2,256,410 Facility Options in respect of the First Convertible Notes, each exercisable at \$0.078 and expiring on the date that is three years after the date of grant. See pages 9-11 of this Explanatory Memorandum and Annexure B for further detail in relation to the Facility.

The 2,256,410 Facility Options to be issued pursuant to Resolution 8 represents 40% of the face value of the First Convertible Notes divided by the exercise price for this tranche of Facility Options (being \$0.078).

A summary of Listing Rule 7.1 is provided on page 6 of this Explanatory Memorandum.

The effect of Resolution 8 will be to allow the Company to grant 2,256,410 Facility Options during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity under Listing Rule 7.1.

Resolution 8 is an ordinary resolution.

Listing Rule 7.3 requires that the following information be provided to Shareholders for the purpose of obtaining Shareholder approval pursuant to Listing Rule 7.4:

- (a) the maximum number of securities to be issued is 2,256,410 Facility Options;
- (b) the Facility Options will be issued no later than three months after the date of the Meeting (or such later date to the extent permitted by an ASX waiver or modification of the Listing Rules) and it is intended that all of the Facility Options will be issued on the same date;
- (c) the Facility Options are each exercisable at \$0.078 and expire on the date that is three years after the date of grant. Full terms and conditions of the Facility Options are set out in Annexure D. The Shares issued on exercise of the Facility Options will be fully paid ordinary shares in the capital of the Company ranking equally with the existing Shares on issue;
- (d) the Facility Options will be issued pursuant to the terms of the Facility as part of the fees for the First Convertible Notes. Accordingly, no funds were raised from the issue;
- (e) the Facility Options will be issued to L1 Capital who is not a related party of the Company; and
- (f) a voting exclusion statement is included in the Notice.

Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 8. The Chairman of the meeting intends to vote undirected proxies in favour of Resolution 8.

Resolution 9: Approval to Vary Terms of First Convertible Notes

As outlined on pages 9-11 of this Explanatory Memorandum and in Annexure B, conversion of the First Convertible Notes and the Second Convertible Notes (if issued) under the Facility is at all times subject to a floor price of \$0.04 per Share for the First Convertible Notes and \$0.005 per Share for the Second Convertible Notes.

At the current Floor Price, a maximum of:

- (a) 11,000,000 Shares will be issued on conversion of the First Convertible Notes; and
- (b) 220,000,000 Shares will be issued on conversion of the Second Convertible Notes (subject to the requirements in the Corporations Act and the Listing Rules).

The Company is now seeking Shareholder approval to change the Floor Price of the First Convertible Notes so that it matches the Floor Price of the Second Convertible Notes (being \$0.005 per Share). This will result the maximum number of Shares to issued on conversion of the First Convertible Notes increasing from 11,000,000 Shares to 88,000,000 Shares (subject to the requirements in the Corporations Act and the Listing Rules).

Varying the Floor Price of the First Convertible Notes will affect the actual number of Shares to be issued on conversion of the First Convertible Notes if the Conversion Price is less than the Floor Price at the time of conversion. If the Conversion Price is higher than the Floor Price at the time of conversion, the actual number of Shares issued will be determined by the Conversion Price.

A summary of Listing Rule 7.1 is provided on page 6 of this Explanatory Memorandum.

The effect of Resolution 9 will be to allow the Company to issue up to 88,000,000 Shares (subject to the requirements in the Corporations Act and the Listing Rules) on conversion of the First Convertible Notes without using the Company's 15% annual placement capacity under Listing Rule 7.1.

Resolution 9 is an ordinary resolution.

Listing Rule 7.3 requires that the following information be provided to Shareholders for the purpose of obtaining Shareholder approval pursuant to Listing Rule 7.1:

- (a) the face value of the First Convertible Notes remains unchanged and the maximum number of securities to be issued is 88,000,000 Shares (subject to the requirements in the Corporations Act and the Listing Rules) on conversion of the First Convertible Notes;
- (b) the First Convertible Notes will be issued after the date of this Notice but on or before 9 October 2017 (ie, prior to the date of the Meeting). The variation to the Floor Price does not affect the timing of the issue of the First Convertible Notes. The variation to the Floor Price will occur immediately following shareholder approval;
- (c) the rights attaching to any Shares to be issued on conversion of the First Convertible Notes remains unchanged;
- (d) there will be no change to the purpose of the Shares issued on conversion of the First Convertible Notes or the amount of funds raised from their issue. Accordingly, no funds will be raised from the issue;
- (e) there will be no change to the entity to whom the Shares will be issued on conversion of the First Convertible Notes. Accordingly, any Shares issued on conversion of the First Convertible Notes will be issued to L1 Capital;
- (f) a voting exclusion statement is included in the Notice.

Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 9. The Chairman of the meeting intends to vote undirected proxies in favour of Resolution 9.

Potential Effect on Capital Structure

The effect on the Company's issued share capital on conversion of the First Convertible Notes with the variation of the Floor Price pursuant to Resolution 9 based on the following assumptions:

- (a) the full amount of the First Convertible Notes are converted into Shares;
- (b) the conversion price is \$0.005 (being the Floor Price of \$0.005).

Shares	Number
Shares on issue prior to the issue of the First Convertible Notes and the Second Convertible Notes	258,953,133
Maximum number of Shares issued upon conversion of the First Convertible Notes (at a Floor Price of \$0.005) ⁽¹⁾	88,000,000
Total Shares on issue following conversion of the entire Facility	346,953,133

- (1) L1 Capital has agreed not to convert any convertible notes issued under the Facility which would result in it holding a relevant interest in more than 19.99% of the issued Shares. If the conversion of convertible notes or the issue of any securities under the Facility results in a breach of the Corporations Act the Listing Rules or other law, the Company can refuse to convert the convertible notes or issue the security and the convertible notes will solely be debt instruments.

Refer to Page 15 of this Explanatory Memorandum for the potential effect on Company's issued share capital of the conversion of the entire Facility.

Resolution 10: Approval to Issue Second Convertible Notes

Background

As outlined on pages 9-11 of this Explanatory Memorandum, the Company has the option, but not the obligation to issue the Second Convertible Notes with a total face value of up to \$1,100,000 subject to agreement with L1 Capital. If the Company decides to issue the Second Convertible Notes, under the Facility it must also grant such number of Facility Options to L1 Capital calculated by using the Facility Option Formula on issue of the Second Convertible Notes.

The Company is now seeking Shareholder approval for the issue of the Second Convertible Notes and the issue of Facility Options applicable to the Second Convertible Notes (if issued).

If the Company elects not to make a further drawdown under the Facility or the face value of the Second Convertible Notes cannot be agreed between the Company and L1 Capital, it will not issue the Second Convertible Notes (or issue Shares on conversion of the Second Convertible Notes) or the Facility Options the subject of this Resolution. If the Company elects to issue the Second Convertible Notes, it also has the option to redeem up to 50% of the outstanding amount of the Second Convertible Notes in cash rather than in Shares. However, the Company is seeking Shareholder approval now for these issues to give it the flexibility to issue the Second Convertible Notes and to repay the full face value of the Second Convertible Notes should it be in the Company's interest to do so.

A summary of Listing Rule 7.1 is provided on page 6 of this Explanatory Memorandum.

The effect of Resolution 10 will be to allow the Company to issue the Second Convertible Notes, to issue up to 220,000,000 Shares (subject to the requirements in the Corporations Act and the Listing Rules) on conversion of the Second Convertible Notes and grant up such number of Facility Options to L1 Capital calculated by using the Facility Option Formula on issue of the Second Convertible Notes during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity under Listing Rule 7.1.

Resolution 10 is an ordinary resolution.

Listing Rule 7.3 requires that the following information be provided to Shareholders for the purpose of obtaining Shareholder approval pursuant to Listing Rule 7.1:

- (a) the Second Convertible Notes will have a total face value of up to \$1,100,000 and the maximum number of securities to be issued is:
 - (i) up to 220,000,000 Shares (subject to the requirements in the Corporations Act and the Listing Rules) on conversion of the Second Convertible Notes (at the Floor Price); and
 - (ii) such number of Facility Options calculated by using the Facility Option Formula on issue of the Second Convertible Notes;
- (b) the terms of the Facility are outlined on pages 9-11 of this Explanatory Memorandum and a summary of the key terms of convertible notes to be issued under the Facility are set out in Annexure B. The Shares that may be issued on conversion of the Second Convertible Notes will be fully paid ordinary shares of the Company ranking equally with the existing Shares on issue. The Facility Options are each exercisable at the Facility Option Exercise Price and expire on the date that is three years after the date of grant. Full terms and conditions of the Facility Options are set out in Annexure D;
- (c) the Second Convertible Notes and the Facility Options will issued no later than three months after the date of the Meeting (or such later date to the extent permitted by an ASX waiver or modification of the Listing Rules) and it is intended that all of the Second Convertible Notes and Facility Options will be issued on the same date;
- (d) the Second Convertible Notes will be issued to L1 Capital, who is not a related party of the Company. Any Shares issued on conversion of the Second Convertible Notes, and the Facility Options to be granted on issue of the Second Convertible Notes, will also be issued to L1 Capital;
- (e) the funds raised from the issue of the Second Convertible Notes will be used to fulfil the pre-orders for the Company's products received to date and for on-going working capital requirements. Any Shares issued on conversion of the Second Convertible Notes will be issued to repay the face value of the Second Convertible Notes in Shares rather than in cash and, accordingly, there were no funds raised from their issue. Any Facility Options will be granted as part of the fees for the Second Convertible Notes and, accordingly, there will be no funds raised from their issue; and

- (f) a voting exclusion statement is included in the Notice.

Board Recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 10. The Chairman of the meeting intends to vote undirected proxies in favour of Resolution 10.

Potential Effect on Capital Structure

The effect on the Company's issued share capital on conversion of the First Convertible Notes, Second Convertible Notes (if issued) and the issue of all Facility Options issues under the Facility based on the following assumptions:

- (a) the full amount of the Second Convertible Notes is issued;
- (b) the full amount of the First Convertible Notes and Second Convertible Notes are converted into Shares;
- (c) the conversion price is \$0.06 (being the last closing price of the Company's shares prior to entering into the Facility) or \$0.005 (being the Floor Price as varied pursuant to Resolution 9); and
- (d) a price of \$0.06 per Share (being the last closing price of the Company's shares prior to entering into the Facility) is used for all VWAP calculations required under the Facility.

Shares	Number at Conversion Price	Number at Floor Price
Shares on issue prior to the issue of the First Convertible Notes and the Second Convertible Notes	258,953,133	258,953,133
Shares issued upon conversion of the entire Facility ⁽¹⁾	25,666,667	308,000,000
Shares issued assuming the exercise of all Facility Options issued under the Facility ⁽¹⁾	9,435,897	9,435,897
Total Shares on issue following conversion of the entire Facility	294,056,697	576,389,030

- (1) L1 Capital has agreed not to convert any convertible notes issued under the Facility which would result in it holding a relevant interest in more than 19.99% of the issued Shares. If the conversion of convertible notes or the issue of any securities under the Facility results in a breach of the Corporations Act the Listing Rules or other law, the Company can refuse to convert the convertible notes or issue the security and the convertible notes will solely be debt instruments.

Options	Number
Options on issue prior to the issue of the First Convertible Notes and the Second Convertible Notes	15,499,720
Options issued under the Facility	7,897,435
Total Shares on issue following conversion of the entire Facility	23,397,155

There will be no change to the number of the Company's performance rights on issue on issue or conversion of the entire Facility. The actual effect on the Company's issued share capital will depend on what percentage of convertible notes under the Facility are actually converted and the price at which conversion occurs.

Resolution 11: Approval to Issue Shares and Options to Corporate Advisor

Hunter Capital has agreed to provide corporate and advisory services to the Company pursuant to a corporate services mandate (**Mandate**). Under the Mandate, Hunter Capital will receive fees in cash and shares (subject to shareholder approval) based on the Company completing:

- (a) the issue of the First Convertible Notes and the Placement (valued at 6% of the total amount raised paid in Shares at an issue price of \$0.06 per Share); and
- (b) for the Second Convertible Notes (if any portion is drawn down) and any other capital raising agreed by the parties (valued at 6% of the total amount raised payable in cash).

The Company has also agreed to pay Hunter Capital a monthly retainer of \$10,000 for at least 6 months provided a minimum of \$3.0 million is raised. Hunter Capital will also receive 2 Options (each exercisable at 150% of the Placement price and exercisable within 3 years after the date of grant) for every \$1.00 raised under the First

Convertible Notes, the Placement and the Second Convertible Notes. Options will also be issued on the same basis for any further funds raised under a future capital raising.

The Company has completed the issue of the First Convertible Notes and the Placement to raise a total of \$800,000 (before costs). Accordingly, under the Mandate the Company must issue Hunter Capital:

- (a) 800,000 Shares; and
- (b) 1,600,000 Options, each exercisable at \$0.09 and expiring on the date that is 3 years after the date of grant (**Advisor Options**).

The Company is also seeking Shareholder approval for grant of an additional 2,000,000 Advisor Options now in case the Second Convertible Note is issued by the Company following agreement of the total face value of those convertible notes.

Resolution 11 seeks Shareholder approval for the issue of 800,000 Shares and 3,600,000 Advisor Options to Hunter Capital pursuant to Listing Rule 7.1.

A summary of Listing Rule 7.1 is provided on page 6 of this Explanatory Memorandum.

The effect of this Resolution 11 will be to allow the Company to issue 800,000 Shares and 3,600,000 Advisor Options during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity under Listing Rule 7.1.

Resolution 11 is an ordinary resolution.

Listing Rule 7.3 requires that the following information be provided to Shareholders for the purpose of obtaining Shareholder approval pursuant to Listing Rule 7.4:

- (a) the maximum number of securities to be issued is 800,000 Shares and 3,600,000 Advisor Options;
- (b) the Shares to be issued will be fully paid ordinary shares in the capital of the Company ranking equally with the existing Shares on issue. The Advisor Options are each exercisable at \$0.09 and expire on the date that is three years after the date of grant. Full terms and conditions of the Advisor Options are set out in Annexure E. The Shares issued on exercise of the Advisor Options will be fully paid ordinary shares in the capital of the Company ranking equally with the existing Shares on issue;
- (c) the Shares and Advisor Options will be issued for nil consideration in consideration for corporate advisory services provided by Hunter Capital to the Company in relation to the First Convertible Notes and the Placement. Accordingly, no funds will be raised from the issue;
- (d) the Shares and Advisor Options will be issued no later than three months after the date of the Meeting (or such later date to the extent permitted by an ASX waiver or modification of the Listing Rules) and it is intended that all of the Shares and Advisor Options will be issued on the same date;
- (e) the Shares and Advisor Options will be issued to Hunter Capital, who is not a related party of the Company; and
- (f) a voting exclusion statement is included in the Notice.

Board Recommendation

The Board recommends that Shareholders vote in favour of Resolution 11. The Chairman of the meeting intends to vote undirected proxies in favour of Resolution 11.

GLOSSARY

The following terms have the following meanings in this Explanatory Statement:

“\$” means Australian Dollars;

“AEST” means Australian Eastern Standard Time;

“Advisor Shares” has the meaning on page 6 of the Explanatory Memorandum;

“ASX” means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires;

“Attaching Options” means an Option on the terms and conditions in Annexure C;

“Board” means the Directors acting as the board of Directors of the Company;

“Capital Raising” has the meaning on page 6 of the Explanatory Memorandum;

“Capital Raising Shares” has the meaning on page 6 of the Explanatory Memorandum;

“Chairman” means the person appointed to chair the Meeting of the Company convened by the Notice;

“Closely Related Party” means:

- (a) a spouse or child of the member; or
- (b) has the meaning given in section 9 of the Corporations Act;

“Company” means Robo 3D Limited ABN 009 256 535;

“Constitution” means the constitution of the Company as at the date of the Meeting;

“Conversion Price” has the meaning has the meaning in Annexure B;

“Corporations Act” means the Corporations Act 2001 (Cth);

“Denlin” means Denlin Nominees Pty Ltd, a nominee entity of Albion Capital Partners;

“Director” means a Director of the Company;

“Equity Security” has the same meaning as in the Listing Rules;

“Explanatory Memorandum” means the explanatory memorandum which forms part of the Notice;

“Facility” has the meaning on page 9 of this Explanatory Statement;

“Facility Options” means an Option on the terms and conditions in Annexure D;

“Facility Option Exercise Price” means the lower of: (a) \$0.078 and (b) 130% of the daily VWAP of Company Shares on the trading day immediately prior to the issue of the Second Convertible Notes, subject to adjustments under the Facility.

“Facility Option Formula” means the number obtained by dividing 40% of the aggregate face value of the Second Convertible Notes drawn down by the Company by the Facility Option exercise Price, rounded up to the next whole number;

“First Convertible Notes” has the meaning in Resolution 6;

“Floor Price” has the meaning in Annexure B;

“Listing Rules” means the Listing Rules of the ASX;

“Hunter Capital” means Hunter Capital Advisors Pty Ltd;

“L1 Capital” means L1 Global Opportunities Maser Fund;

“Loan” means the trade finance facility loan provided by Denlin to the Company as announced on 19 June 2017;

“Mandate” has the meaning on page 15 of this Explanatory Statement;

“Meeting” has the meaning given in the introductory paragraph of the Notice;

“Notice” means the Notice of Meeting accompanying this Explanatory Statement;

“Option” means an unquoted option to acquire an unissued Share;

“Placement” has the meaning on page 8 of the Explanatory Memorandum;

“Placement Shares” has the meaning on page 8 of the Explanatory Memorandum;

“Proxy Form” means the proxy form attached to the Notice;

“Resolution” means a resolution referred to in the Notice;

“Schedule” means schedule to the Notice;

“Second Convertible Notes” has the meaning in Resolution 10;

“Section” means a section of the Explanatory Memorandum;

“Settlement Agreement” has the meaning on page 9 of the Explanatory memorandum;

“Settlement Shares” has the meaning on page 9 of the Explanatory memorandum;

“Share” means a fully paid ordinary share in the capital of the Company; and

“Shareholder” means shareholder of the Company;

“VWAP” means volume weighted average price.

Annexure A – Terms and Conditions of Loan Fee Options

1. Entitlement

Each Adviser Option (**Option**) entitles the holder to subscribe for one Share upon exercise of the Option.

2. Exercise Price and Expiry Date

The Options have an exercise price of \$0.10 (**Exercise Price**) and an expiry date three (3) years from the date of grant (**Expiry Date**).

3. Exercise Period

The Options are exercisable at any time on or prior to the Expiry Date.

4. Notice of Exercise

The Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

5. Shares issued on exercise

Shares issued on exercise of the Options will rank equally with the then shares of the Company.

6. Quotation of Shares on exercise

Application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

7. Timing of issue of Shares

After an Option is validly exercised, the Company must, within, 15 Business Days of the notice of exercise and receipt of cleared funds equal to the sum payable on the exercise of the Option:

- (a) issue the Share; and
- (b) do all such acts, matters and things to obtain the grant of official quotation of the Share on ASX no later than 5 Business Days after issuing the Shares.

8. 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 give holders of the Options notice of the proposed issue prior to the date for determining entitlements to participate in any such issue.

9. 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 Optionholder would have received if the Optionholder had exercised the Option before the record date for the bonus issue; and
- (b) no change will be made to the Exercise Price.

10. Adjustment for entitlement issue

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:

$$\text{New exercise price} = O - \frac{E[P-(S+D)]}{N+1}$$

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 Share.

11. Adjustments for reorganisation

If there is any reconstruction of the issued share capital of the Company, the rights of the Optionholders may be varied to comply with the Listing Rules which apply to the reconstruction at the time of the reconstruction.

12. Options not quoted

The Company will not apply to ASX for quotation of the Options.

13. Options transferable

The Options are transferable.

14. 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 at the Company's share registry.

Annexure B – Facility Terms

1. Term

Convertible Notes issued under the Facility (**Convertible Notes**) mature on the date that is 12 months after the date of issue (**Maturity Date**).

2. Purchase Price and Face Value

Each Convertible Note will have:

- (a) a purchase price of \$1.00 (**Purchase Price**); and
- (b) a face value of \$1.10.

3. Tranches and Issue Dates

The Convertible Notes will be issued as follows (**Issue Dates**):

- (a) 400,000 Convertible Notes (the First Convertible Notes) will be issued on or about 9 October 2017; and
- (b) up to 1,000,000 Convertible Notes (the Second Convertible Notes) will be issued within 2 business days of Shareholder approval subject to agreement by the parties.

The Company has the option but not the obligation to issue the Second Convertible Notes subject to the Company and L1 Capital agreeing the face value of the Second Convertible Notes.

4. Conditions to Issue of Convertible Notes

Prior to the issue of Convertible Notes, the Company must:

- (a) have completed the Equity Placement (as defined in the Facility) – which it has been completed;
- (b) deliver L1 Capital:
 - (i) a board resolution approving the issue;
 - (ii) a signed certificate of compliance with the Facility; and
 - (iii) a signed purchase statement setting out the net Purchase Price; and
- (c) have issued a prospectus in relation to the securities in respect of the Convertible Note, unless waived in writing by L1 Capital before the issue.

5. Options

The Company must grant L1 Capital the following number of Facility Options on issue of Convertible Notes:

- (a) First Convertible Notes – 2,256,410 Facility Options (each exercisable at \$0.078 and expiring on the date which is 3 years after grant); and
- (b) Second Convertible Notes (if issued) – such number of Facility Options (each exercisable at the Facility Option Exercise Price and expiring on the date which is 3 years after grant) calculated using the Facility Option Formula.

The issue of Facility Options under the Facility are subject to Shareholder approval.

The **Facility Option Formula** means the number obtained by dividing 40% of the total Face Value of the Second Convertible Notes divided by the Facility Option Exercise Price, rounded up to the next whole number.

The **Facility Option Exercise Price** means the lower of: (a) \$0.078 and (b) 130% of the daily VWAP of Company Shares on the trading day immediately prior to the issue of the Second Convertible Note, subject to adjustments under the Facility.

6. Interest

No interest is payable on the Convertible Notes, other than if an Event of Default (as defined below) occurs, in which case interest shall be payable at a rate of 10% per annum accruing daily and compounded monthly from the date of the Event of Default until the Company discharges the total Face Value of outstanding Convertible Notes and all other amounts payable by the Company to L1 Capital in relation to outstanding Convertible Notes (**Amounts Outstanding**).

7. Security

The Convertible Notes are unsecured.

8. Conversion

Prior to the Maturity Date, L1 Capital may elect to convert some or all of the issued Convertible Notes provided the Face Value of Convertible Notes being converted is \$25,000 or more. Following such an election, the Face Value of the Convertible Notes being converted will convert into Shares at the lower of:

- (a) 93% of the average of the two lowest VWAPs of Company Shares during the 7 trading days prior to the election (disregarding any trading days on which L1 Capital has traded 25% or more of the total volume of Shares traded); and
- (b) \$0.06 (being the issue price for Shares under the Placement),

(Conversion Price) subject at all times to a conversion floor price of \$0.04 per Share (or \$0.005 per Share following Shareholder approval to vary the floor price) for the First Convertible Notes and \$0.005 per Share for the Second Convertible Notes **(Floor Price)**.

If the Conversion Price would have been less than the Floor Price, then the Company must make a cash payment to L1 Capital equal to the amount calculated using the following formula:

$$P = CP \times (CA/NCP - CA/FP)$$

Where:

P = the amount of the payment

CP = the closing price of the Shares on the Trading Day immediately prior to the Conversion Date, as reported by Bloomberg, L.P

CA = the Conversion Amount

NCP = the Natural Conversion Price

FP = the Floor Price

9. Early redemption by Company

Prior to the date which is 6 months after the Issue Date, the Company may elect to redeem all of the issued Convertible Notes by paying L1 Capital an amount equal to 120% of all Amounts Outstanding in cash.

Within 4 business days of receiving the Company's early redemption election, L1 Capital may give notice to the Company excluding up to 50% of the Convertible Notes the subject of the Company's early redemption election.

10. Protective Provisions

- (a) Upon the occurrence of certain events, including a consolidation, sub-division or pro-rata cancellation of the Company's issued capital, or any payment of a dividend or distribution of Shares the Conversion Price and Floor Price may be altered.
- (b) If the Company issues Shares for cash at a price of less than \$0.06 per Share, or issues Options with an exercise price of less than \$0.06, then the price in paragraph 8(b) above will be reduced to that issue price or exercise price.

11. Commitment Fee

A Facility commitment fee of 2.5% of the Face Value of Convertible Notes issued is payable by the Company to L1 Capital by way of a deduction from the Purchase Price of the relevant Convertible Notes tranche.

12. Transferability

The Facility may be assigned or transferred by L1 Capital provided the assignee executes a deed of covenant in favour of the Company agreeing to be bound by the terms of the Facility to the extent of the assignment.

13. Events of Default

The Events of Default are set out below.

If an Event of Default occurs and either:

- (a) it is not capable of being remedied;
- (b) it continues unremedied for a period of 10 business days; or
- (c) there have been two or more previous Events of Default;

and the Event of Default has not been expressly waived by L1 Capital in writing then L1 Capital may:

- (a) declare at any time by notice to the Company that the Amount Outstanding and all other amounts payable by the Company to L1 Capital are immediately due and payable;
- (b) terminate the Facility; and/or
- (c) exercise any other right, power or remedy granted to it under the Facility or at law.

Events of Default are the following (defined terms used are as defined in the Facility):

- (a) The Company fails to repay the Amount Outstanding in respect of the Convertible Securities to the Investor in cash on the Maturity Date.
- (b) The Company fails to repay 120% of the Amount Outstanding in respect of the number of Convertible Securities specified in the Early Redemption Notice on or before the day which is 5 Business Days after the date on which the Company gives the Early Redemption Notice.

- (c) The Company breaches or otherwise fails to comply in full with any of its material obligations under any Transaction Document (and does not cure that breach or failure within 5 Business Days of notice of it by the Investor) or any event of default (however described) occurs under any Transaction Document.
- (d) Any of the Materials is inaccurate, false or misleading in any material respect (including by omission), as of the date on which it is made or delivered.
- (e) A Group Company is, admits that it is, is declared by a court of competent jurisdiction to be, or is deemed under any applicable Law to be, insolvent or unable to pay its debts as and when they become due.
- (f) A Group Company is served with a statutory demand (in accordance with Division 2 of Part 5.4 of the Corporations Act) or a foreign equivalent that is not set aside within 15 Business Days.
- (g) A controller within the meaning of section 9 of the Corporations Act, administrator or similar officer is appointed over all or any of the assets or undertaking of any Group Company or any formal step preliminary to such appointment is taken.
- (h) An application or order is made, a proceeding is commenced, a resolution is passed or proposed in a notice of meeting, or an application to a court or other steps are taken, for the winding up or dissolution of any Group Company, or for any Group Company to enter an arrangement, compromise or composition with, or assignment for the benefit of, any of its creditors.
- (i) A Group Company ceases, suspends, or indicates that it may cease or suspend, the conduct of all or a substantial part of its business; or disposes, or indicates that it may dispose, of a substantial part of its assets.
- (j) A Group Company takes action to reduce its capital or pass a resolution referred to in section 254N(1) of the Corporations Act.
- (k) Any Convertible Securities or Investor's Shares are not issued to the Investor within 2 Business Days of the Purchase Date or Conversion Date (as relevant), unless shareholder approval is required, in which case the Convertible Securities or Investor's Shares are not issued within 45 calendar days of the Purchase Date or Conversion Date (as relevant).
- (l) Any Investor's Shares are not quoted on ASX by the third Business Day immediately following the date of their issue.
- (m) The Company fails to comply with the Listing Rules in any material respect.
- (n) A stop order, cessation of quotation, or removal of the Company or the Shares from the ASX Official List is requested by the Company or requested or imposed by any Governmental Authority.
- (o) A Transaction Document or a Contemplated Transaction has become, or is claimed (other than in a vexatious or frivolous proceeding) by any person other than the Investor or any of its Affiliates to be, wholly or partly void, voidable or unenforceable.
- (p) Any third person commences any action, investigation or proceeding against any person or otherwise asserts any claim which seeks to restrain, challenge, limit, modify or delay the right of the Investor or the Company to enter into any Transaction Documents or to undertake any of the Contemplated Transactions (other than in a vexatious or frivolous proceeding).
- (q) A Security Interest over an asset of a Group Company is enforced.
- (r) Any present or future liabilities, including contingent liabilities, of any Group Company for an amount or amounts totaling more than A\$1,000,000 are not satisfied on time, or become prematurely payable.
- (s) A Group Company is in default under a document or agreement (including a Governmental Authorisation) binding on it or its assets which relates to financial indebtedness.
- (t) A Material Adverse Effect occurs.
- (u) The Company does not obtain a shareholder approval to the extent required for the purposes of Listing Rule 7.4 so that a Contemplated Transaction may proceed without breaching Listing Rule 7.1.
- (v) Any Group Company grants any Security Interest over any of its assets, or a Security Interest comes into existence over any assets of any Group Company, without the prior written consent of the Investor.
- (w) The Company does not obtain Shareholder Approval (which includes the Company obtaining approval to issue Options in respect of the First Convertible Notes, to issue Convertible Notes and Options in respect of the Second Convertible Notes and to vary the Floor Price for the First Convertible Notes from \$0.04 to \$0.005) within 45 calendar days of the First Purchase Date.

Annexure C – Terms and Conditions of the Attaching Options

1. Entitlement

Each Attaching Option (**Option**) entitles the holder to subscribe for one Share upon exercise of the Option.

2. Exercise Price and Expiry Date

The Options have an exercise price of \$0.06 (**Exercise Price**) and an expiry date two (2) years from the date of grant (**Expiry Date**).

3. Exercise Period

The Options are exercisable at any time on or prior to the Expiry Date.

4. Notice of Exercise

The Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

5. Shares issued on exercise

Shares issued on exercise of the Options will rank equally with the then shares of the Company.

6. Quotation of Shares on exercise

Application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

7. Timing of issue of Shares

After an Option is validly exercised, the Company must, within, 15 Business Days of the notice of exercise and receipt of cleared funds equal to the sum payable on the exercise of the Option:

- (c) issue the Share; and
- (d) do all such acts, matters and things to obtain the grant of official quotation of the Share on ASX no later than 5 Business Days after issuing the Shares.

8. 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 give holders of the Options notice of the proposed issue prior to the date for determining entitlements to participate in any such issue.

9. 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):

- (e) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Optionholder would have received if the Optionholder had exercised the Option before the record date for the bonus issue; and
- (f) no change will be made to the Exercise Price.

10. Adjustment for entitlement issue

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:

$$\text{New exercise price} = O - \frac{E[P-(S+D)]}{N+1}$$

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 Share.

11. Adjustments for reorganisation

If there is any reconstruction of the issued share capital of the Company, the rights of the Optionholders may be varied to comply with the Listing Rules which apply to the reconstruction at the time of the reconstruction.

12. Options not quoted

The Company will not apply to ASX for quotation of the Options.

13. Options transferable

The Options are transferable.

14. 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 at the Company's share registry.

Annexure D – Terms and Conditions of the Facility Options

1. Entitlement

Each Facility Option (**Option**) entitles the holder to subscribe for one Share upon exercise of the Option.

2. Exercise Price and Expiry Date

The Options have an exercise price (**Exercise Price**) as follows:

Tranche	Exercise Price
First Tranche	\$0.078
Second Tranche	The lower of: (a) \$0.078; and (b) 130% of the daily VWAP of Company Shares on the trading day immediately prior to the issue of the Second Convertible Note, subject to adjustments under the Facility

The Options an expiry date three (3) years from the date of grant (**Expiry Date**).

3. Exercise Period

The Options are exercisable at any time on or prior to the Expiry Date.

4. Notice of Exercise

The Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

5. Shares issued on exercise

Shares issued on exercise of the Options will rank equally with the then shares of the Company.

6. Quotation of Shares on exercise

Application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

7. Timing of issue of Shares

After an Option is validly exercised, the Company must, within, 15 Business Days of the notice of exercise and receipt of cleared funds equal to the sum payable on the exercise of the Option:

- (g) issue the Share; and
- (h) do all such acts, matters and things to obtain the grant of official quotation of the Share on ASX no later than 5 Business Days after issuing the Shares.

8. 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 give holders of the Options notice of the proposed issue prior to the date for determining entitlements to participate in any such issue.

9. 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):

- (i) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Optionholder would have received if the Optionholder had exercised the Option before the record date for the bonus issue; and
- (j) no change will be made to the Exercise Price.

10. Adjustment for entitlement issue

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:

$$\text{New exercise price} = O - \frac{E[P-(S+D)]}{N+1}$$

- 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 Share.

11. Adjustments for reorganisation

If there is any reconstruction of the issued share capital of the Company, the rights of the Optionholders may be varied to comply with the Listing Rules which apply to the reconstruction at the time of the reconstruction.

12. Options not quoted

The Company will not apply to ASX for quotation of the Options.

13. Options transferable

The Options are transferable.

14. 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 at the Company's share registry.

Annexure E – Terms and Conditions of the Advisor Options

1. Entitlement

Each Advisor Option (**Option**) entitles the holder to subscribe for one Share upon exercise of the Option.

2. Exercise Price and Expiry Date

The Options have an exercise price of \$0.09 (**Exercise Price**) and an expiry date three (3) years from the date of grant (**Expiry Date**).

3. Exercise Period

The Options are exercisable at any time on or prior to the Expiry Date.

4. Notice of Exercise

The Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

5. Shares issued on exercise

Shares issued on exercise of the Options will rank equally with the then shares of the Company.

6. Quotation of Shares on exercise

Application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

7. Timing of issue of Shares

After an Option is validly exercised, the Company must, within, 15 Business Days of the notice of exercise and receipt of cleared funds equal to the sum payable on the exercise of the Option:

(k) issue the Share; and

(l) do all such acts, matters and things to obtain the grant of official quotation of the Share on ASX no later than 5 Business Days after issuing the Shares.

8. 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 give holders of the Options notice of the proposed issue prior to the date for determining entitlements to participate in any such issue.

9. 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):

(m) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Optionholder would have received if the Optionholder had exercised the Option before the record date for the bonus issue; and

(n) no change will be made to the Exercise Price.

10. Adjustment for entitlement issue

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:

$$\text{New exercise price} = O - \frac{E[P-(S+D)]}{N+1}$$

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 Share.

11. Adjustments for reorganisation

If there is any reconstruction of the issued share capital of the Company, the rights of the Optionholders may be varied to comply with the Listing Rules which apply to the reconstruction at the time of the reconstruction.

12. Options not quoted

The Company will not apply to ASX for quotation of the Options.

13. Options transferable

The Options are transferable.

14. 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 at the Company's share registry.

☐ **Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.

Form of Proxy

Please mark ☒ to indicate your directions

STEP 1 Appoint a Proxy to Vote on Your Behalf



PLEASE NOTE: This proxy is solicited on behalf of the management of ROBO 3D LIMITED ACN 009 256 535 (the "Company") for use at the meeting of the shareholders of the Company to be held at Chartered Accountants Australia and New Zealand, Level 18 Bourke Place, 600 Bourke Street, Melbourne Victoria 3000 on Tuesday, 31 October 2017 at 3.00PM (AEDT) or any adjournment thereof (the "Meeting").

I/We being a member/s of Austal Limited hereby appoint

the Chairman of
the meeting

OR



PLEASE NOTE: If you leave the section blank, the Chairman of the Meeting will be your proxy.

or failing the individual(s) or body corporate(s) named, or if no individual(s) or body corporate(s) is named, the Chairman of the Meeting, as my/our proxy to act generally at the Meeting on my/our behalf and to vote in accordance with the following directions at the Meeting and at any adjournment of that meeting.

With respect to any amendment or variations to the matters identified in the Notice of Meeting and any other matters which may properly come before the Meeting, I/we confer discretionary authority on the person voting on behalf of me/us to vote as that person sees fit. At the time of printing this Form of Proxy, management knows of no such amendment, variation or other matter.

STEP 2 Items of Business



PLEASE NOTE: If you mark the abstain box for a particular item, you are directing your proxy not to vote on that item on a show of hands or on a poll and your votes will not be counted in computing the required majority on that item.

If you wish to indicate how your proxy is to vote, please tick the appropriate places below.

	FOR	AGAINST	ABSTAIN
Resolution 1 – Ratification of Prior Issue of Capital Raising Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2 – Ratification of Prior Issue of Advisor Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3 – Ratification of Prior Grant of Loan Fee Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4 – Ratification of Prior Issue of Placement Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5 – Ratification of Prior Issue of Settlement Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 6 – Ratification of Prior Issue of First Convertible Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 7 – Approval to Grant Attaching Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 8 – Approval to Grant Facility Options for First Convertible Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 9 – Approval to Vary Terms of First Convertible Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 10 – Approval to Issue Second Convertible Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 11 – Approval to Shares and Options to Corporate Advisor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If no choice is specified, the shareholder is conferring discretionary authority on the proxy to vote at his or her discretion. However, the Chairman intends to vote all undirected proxies FOR each of the resolutions.

SIGN Signing by member

This section **must** be signed in accordance with the instructions overleaf to enable your directions to be implemented.

Individual or Member 1

Member 2 (if joint holding)

Member 3 (if joint holding)

Sole Director and Sole Secretary

Director/Company Secretary

Director

Date



Important

Please bring this form to the meeting to assist in registration.



ROBO 3D LIMITED ACN 009 256 535

Lodge your vote:



By Mail:

Advanced Share Registry Limited
PO Box 1156
Nedlands WA 6909

Alternatively you can fax your form to
Facsimile: +61 (0) 8 9262 3723

For Online Vote
www.advancedshare.com.au

For all enquiries call:

Telephone: +61 (0) 8 9389 8033
Email: admin@advancedshare.com.au

Proxy Form

Instructions

1. Every shareholder has the right to appoint some other person or company of their choice, who need not be a shareholder, to attend and act on their behalf at the meeting. If you wish to appoint a person or company other than the Chairman, please insert the name of your proxyholder(s) in the space provided (see reverse).
2. If the securities are registered in the name of more than one owner (for example, joint ownership, trustees, executors, etc), then all those registered should sign this proxy. If you are voting on behalf of a corporation or another individual you may be required to provide documentation evidencing your power to sign this proxy with signing capacity stated.
3. This proxy should be signed in the exact manner as the name that appears on the proxy.
4. If a shareholder appoints two proxies, each proxy may be appointed to represent a specific proportion of the shareholder's voting rights. If such appointment is not made then each proxy may exercise half of the shareholder's voting rights. Fractions shall be disregarded.
5. Completion of a proxy form will not prevent individual shareholders from attending the Meeting in person if they wish. Where a shareholder completes and lodges a valid proxy form and attends the Meeting in person, then the proxy's authority to speak and vote for that shareholder is suspended while the shareholder is present at the Meeting.
6. To be effective, proxies must be delivered by shareholders as follows:
Shareholders must deliver their proxies prior to 3.00PM (AEDT) on 29 October 2017 by mail to PO Box 1156, Nedlands, 6909, Western Australia or by facsimile at +61 (0) 8 9262 3723 or deliver to the Share Registry of the Company at 110 Stirling Hwy, Nedlands, Western Australia, 6009. However the Company reserves the right to accept proxies received after this time.
7. For the purposes of Regulation 7.11.37 of the Corporations Regulations the Company determines that shareholders holding shares at 3.00PM (AEDT) on 29 October 2017 will be entitled to attend and vote at the Meeting.
8. The Chairman intends to vote in favour of all resolutions set out in the Notice of Meeting.
9. This proxy confers discretionary authority in respect of amendments to matters identified in the Notice of Meeting or other matters that may properly come before the Meeting.
10. This proxy should be read in conjunction with the accompanying documentation provided by management of the Company.
11. The shares represented by this proxy will be voted or withheld from voting in accordance with the instructions of the shareholder on any poll that may be called for, and if the shareholder has specified a choice in respect of any matter to be acted upon, the shares will be voted accordingly.

Attending the Meeting

Please bring this form to assist registration. If a representative of a corporate shareholder or proxy is to attend the meeting you will need to provide the 'Appointment of Corporate Representative' form prior to admission. This may be obtained from Advanced Share or online at www.advancedshare.com.au under the 'Investors' and 'General Forms' tab.

Turn over to complete the form →



CHECK OUT OUR WEBSITE at
www.advancedshare.com.au

- Check all holdings by using HIN/SRN
- Update your holding details
- Reprint various documents online