

12 October 2018

Federal Court orders convening of Scheme Meeting

Spookfish Limited (“Spookfish”) (ASX:SFI) announces that the Federal Court of Australia (“Court”) has today ordered the convening of a meeting of Spookfish shareholders (“Scheme Meeting”) to consider and vote on the scheme of arrangement under which Eagle View Technologies, Inc. (“EagleView”) has agreed to acquire all of the remaining issued ordinary shares in Spookfish that it does not already own (“Scheme”).

The Scheme Meeting will be held at 10.00 am (Perth time) on Friday 16 November 2018 at the Technology Park Function Centre, 2 Brodie Hall Drive, Technology Park, Bentley WA.

Following today's Court hearing, the Australian Securities and Investments Commission registered the Scheme Booklet in relation to the Scheme.

The Scheme Booklet includes a Notice of Scheme Meeting, a Proxy Form for the Scheme Meeting and an Independent Expert's Report from KPMG Corporate Finance (a division of KPMG Financial Advisory Services (Australia) Pty Ltd) (“Independent Expert”). The Independent Expert has concluded that the Scheme is fair and reasonable and therefore in the best interests of Spookfish shareholders in the absence of a superior offer. A copy of the Scheme Booklet is attached to this announcement.

Spookfish shareholders who have elected to receive communications electronically will receive an email that contains instructions on how to appoint a proxy and view the Scheme Booklet and other relevant meeting documentation online. Spookfish shareholders who have not made such an election will be mailed a printed copy of the Scheme Booklet, which is expected to be despatched on or before Monday 15 October 2018. The Scheme Booklet will also be available for viewing and download on Spookfish's website at <http://www.spookfish.com/investors>.

The Spookfish Directors unanimously recommend that Spookfish shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish shareholders. Each Spookfish Director intends to cause any Spookfish shares in which he or she has a relevant interest to be voted in favour of the Scheme, subject to those same qualifications.

Indicative Scheme timetable

The important dates and expected timetable for the Scheme are set out fully in the Scheme Booklet and include the following:

Event	Date
Despatch of Scheme Booklet to Spookfish Shareholders	By 15 October 2018
Scheme Meeting	16 November 2018
Second Court Hearing for approval of the Scheme	23 November 2018

Effective Date / Spookfish Shares cease trading on the ASX	26 November 2018
Scheme Record Date for determining entitlements to Scheme Consideration	3 December 2018
Implementation Date and Scheme Consideration paid to eligible Spookfish Shareholders	10 December 2018

Capitalised terms in the timetable above have the meaning given to them in the Scheme Booklet. The above dates are indicative only. Spookfish reserves its right to vary any of the dates set out in the above timetable, subject to obtaining any necessary approvals. The actual timetable will depend upon the time at which the conditions to the Scheme are satisfied or, if applicable, waived.

The Scheme is subject to a number of customary regulatory and other conditions, including the approval of Spookfish shareholders, the Court and the Foreign Investment Review Board.

Scheme Booklet and Shareholder Information Line

Spookfish encourages all of its shareholders to read the Scheme Booklet carefully and in its entirety before deciding whether or not to vote in favour of the Scheme at the Scheme Meeting. Spookfish shareholders should seek independent financial, legal and taxation advice before making any decision regarding the Scheme.

Spookfish shareholders who have questions in relation to the Scheme or the Scheme Booklet should contact the Spookfish Shareholder Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia) between 5.30am and 2.00pm (Perth time) on business days.

For further information, please contact:

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About Spookfish

Spookfish Limited (ASX:SFI) is an Australian listed public company focused on the development and commercialisation of premium next generation geospatial imagery products and services. By starting from a clean sheet and challenging what was thought impossible, Spookfish's revolutionary technology enables rapid imaging of vast areas in high resolution from a multitude of angles at a fraction of the cost of contemporary systems. Spookfish aims to use these capabilities to make it easy for organisations of all sizes to gain access to premium imagery content and pervasive 3D models allowing concise, accurate and cost effective decision-making.



About EagleView

EagleView is the leading provider of high-resolution aerial imagery, property data analytics and structural measurements for government agencies, insurance carriers, roofing contractors and energy utilities. Using patented image capture techniques, 3D aerial measurement software and machine learning processes, EagleView helps customers answer questions related to millions of properties throughout the world. With a sixty-petabyte library of oblique and orthogonal Pictometry® aerial imagery dating back to 2001 and the capacity to process tens of thousands of roof measurement reports per day, EagleView enables organizations to reduce field visits and adopt faster, safer and more cost-effective workflows. For more information, contact (866) 659-8439 or visit www.EagleView.com.



Spookfish Limited

ACN 123 511 017

Scheme Booklet

for the recommended scheme of arrangement in relation to the proposed acquisition of all of your Spookfish Shares by Eagle View Technologies, Inc.

A Notice of Scheme Meeting is included as Annexure E



VOTE IN FAVOUR

The Spookfish Directors unanimously recommend that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders

The Independent Expert has concluded that the Scheme is fair and reasonable and therefore in the best interests of Spookfish Shareholders in the absence of a superior offer

This is an important document and requires your immediate attention. You should read this Scheme Booklet in its entirety prior to deciding whether or not to vote in favour of the Scheme. If you are in any doubt as to how to deal with this Scheme Booklet, please consult your legal, financial or other professional adviser immediately. If you have sold all of your Spookfish Shares, please ignore this Scheme Booklet.

If you have any questions in relation to this Scheme Booklet or the Scheme you should contact the Spookfish Shareholder Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia) between 5.30 am and 2.00 pm (Perth time) on Business Days.

FINANCIAL ADVISER TO SPOOKFISH

EUROZ

LEGAL ADVISER TO SPOOKFISH

CLAYTON UTZ





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Important notices

DATE OF SCHEME BOOKLET

This Scheme Booklet is dated 12 October 2018.

GENERAL

Spookfish Shareholders should read this Scheme Booklet in its entirety before making a decision as to how to vote on the resolution to be considered at the Scheme Meeting. If you are in any doubt as to how to deal with this Scheme Booklet, please consult your legal, financial or other professional adviser immediately.

PURPOSE OF THIS SCHEME BOOKLET

The purpose of this Scheme Booklet is to explain the terms of the Scheme and the manner in which the Scheme will be considered and implemented (if approved), and to provide such information as is prescribed or otherwise material to the decision of Spookfish Shareholders whether or not to approve the Scheme. This Scheme Booklet includes the explanatory statement required by section 412(1) of the Corporations Act in relation to the Scheme. A copy of the proposed Scheme is set out in Annexure C.

RESPONSIBILITY STATEMENT

The Spookfish Information (being all information contained in this Scheme Booklet, other than the EagleView Information, Section 8 and the Independent Expert's Report) has been prepared by, and is the responsibility of, Spookfish. Neither EagleView, or its Related Bodies Corporate, nor any of their directors, officers, employees and advisers, assume any responsibility for the accuracy or completeness of the Spookfish Information.

The EagleView Information (being the information contained in Section 5 and under the heading "Who is EagleView?" on page 19 of this Scheme Booklet has been prepared by, and is the responsibility of, EagleView. Neither Spookfish, or its Related Bodies Corporate, nor any of their directors, officers, employees and advisers, assume any responsibility for the accuracy or completeness of the EagleView Information.

The Independent Expert's Report contained in this Scheme Booklet has been prepared by, and is the responsibility of, KPMG Corporate Finance, the Independent Expert. The Independent Expert and its directors, officers and employees are not responsible for the accuracy and completeness of any other part of this Scheme Booklet.

RSM Australia Pty Ltd has prepared Section 8 and takes responsibility for that Section. None of Spookfish or EagleView, or their respective Related Bodies Corporate, nor any of their respective directors, officers, employees and advisers assume any responsibility for the accuracy or completeness of that Section. RSM and its directors, officers and employees are not responsible for the accuracy and completeness of any other part of this Scheme Booklet.

ASIC AND THE ASX

A copy of this Scheme Booklet has been provided to ASIC for the purpose of section 411(2) of the Corporations Act and registered by ASIC for the purpose of section 412(6) of the Corporations Act.

ASIC has reviewed a copy of this Scheme Booklet. Spookfish has asked ASIC to provide a statement, in accordance with section 411(17)(b) of the Corporations Act, that ASIC has no objection to the Scheme. If ASIC provides that statement, it will be produced to the Court at the Second Court Hearing. Neither ASIC nor its officers take any responsibility for the contents of this Scheme Booklet.

A copy of this Scheme Booklet has been provided to the ASX. Neither ASX nor any of its officers take any responsibility for the contents of this Scheme Booklet.

IMPORTANT NOTICE ASSOCIATED WITH THE COURT ORDER UNDER SECTION 411(1) OF THE CORPORATIONS ACT

The Court has ordered the convening of the Scheme Meeting pursuant to section 411(1) of the Corporations Act. The fact that under section 411(1) of the Corporations Act the Court has ordered that the Scheme Meeting be convened and has approved this Scheme Booklet does not mean that the Court:

- has formed any view as to the merits of the proposed Scheme or as to how Spookfish Shareholders should vote (on this matter Spookfish Shareholders must reach their own decision); or
- has prepared, or is responsible for, the content of this Scheme Booklet.

The order of the Court that the Scheme Meeting be convened is not, and should not be treated as, an endorsement by the Court of, or any other expression of opinion by the Court on, the Scheme.

NO INVESTMENT ADVICE

The information contained in this Scheme Booklet does not constitute financial product advice and has been prepared without reference to the investment objectives, financial situation, taxation position and particular needs of Spookfish Shareholders or any other person. The information in this Scheme Booklet should not be relied upon as the sole basis for any investment decision in relation to the Scheme or Spookfish Shares. Spookfish Shareholders should seek independent financial, legal and taxation advice before making any decision regarding the Scheme.

NOT AN OFFER

This Scheme Booklet does not constitute or contain an offer to Spookfish Shareholders, or a solicitation of an offer from Spookfish Shareholders, in any jurisdiction.

FORWARD LOOKING STATEMENTS

Certain statements in this Scheme Booklet, including statements relating to Spookfish's or EagleView's plans, intentions or expectations of future costs or revenues relate to the future and are forward looking statements or information. These forward looking statements involve known and unknown risks, uncertainties, assumptions and other important factors that could cause the actual results, performance or achievements of Spookfish to be materially different from future results, performance or achievements expressed or implied by such statements. Such risks, uncertainties, assumptions and other important factors include, among other things, general economic conditions, exchange rates, interest rates, the regulatory environment, competitive pressures, selling price and market demand.

Assumptions upon which forward looking statements relating to the Scheme are based include, without limitation: (a) that Spookfish Shareholders will approve the Scheme; (b) that the Court will approve the Scheme; and (c) that all other Conditions to the Scheme will be satisfied or waived. Many of these assumptions are based on factors and events that are not within the control of Spookfish and may not prove to be correct.

Factors that could cause actual results to vary materially from results anticipated by such forward looking statements include, but are not limited to: the satisfaction of the Conditions to the Scheme, including the receipt of Spookfish Shareholder approval and Court approval on the terms expected by Spookfish and EagleView; the parties' ability to meet expectations regarding the timing of implementation of the Scheme; and accounting and tax treatments of the Scheme and the factors identified in Section 6, as well as in Spookfish's recent annual and half-yearly financial reports, which are available from Spookfish's website at <http://www.spookfish.com>.

Without limiting the generality of the other provisions of this cautionary statement, the Independent Expert's Report appearing as Annexure B may contain or refer to forward looking information and is subject to certain assumptions, limitations, risks and uncertainties as described herein and therein.

Other than as required by law, neither Spookfish nor EagleView nor any other person gives any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward looking statements in this Scheme Booklet will actually occur. Spookfish Shareholders are cautioned about relying on any such forward looking statements. The forward looking statements in this Scheme Booklet reflect views held only at the date of this Scheme Booklet. Additionally, statements of the intentions of EagleView in this Scheme Booklet reflect present intentions as at the date of this Scheme Booklet and may be subject to change. Forward looking statements are made as at the date of this Scheme Booklet and neither Spookfish nor EagleView undertakes to publicly update or revise any forward looking statements, whether as a result of new information, future events or otherwise, except as expressly required by law.

ESTIMATES, TARGETS AND FORECASTS

Unless otherwise indicated, all references to estimates, targets and forecasts and derivatives of the same in this Scheme Booklet are references to estimates, targets and forecasts by management of either Spookfish or EagleView (as applicable). Management estimates, targets and forecasts are based on views held only as at the date of this Scheme Booklet, and actual events and results may be materially different from them.

Spookfish believes that any forecast attributed to it in this Scheme Booklet has been made on reasonable grounds and no forecast in this Scheme Booklet is attributable to EagleView. However, readers are cautioned that the estimates, targets and forecasts are subject to a variety of factors that are likely to cause actual results to vary from them, and such variations may be material. Forward looking information generally involves risks and uncertainties as described above, which are in many instances beyond Spookfish's or EagleView's control, including amongst other things, global economic conditions, specific market conditions, regulatory developments, exchange rates, litigation, interest rates and regulatory changes. A description of certain risks is set out in Section 6.

These could cause actual events and results to vary significantly from those included in or contemplated by such statements.

Any estimates, targets or forecasts reflect certain assumptions by Spookfish and/or EagleView which assumptions may differ with respect to future events, economic, competitive and regulatory conditions, financial market conditions and future business decisions, including a continuation of existing business operations on substantially the same basis as currently exists, all of which assumptions are difficult to predict and many of which are beyond Spookfish's and/or EagleView's control. Accordingly, there can be no assurance that any estimate, forecast or target is indicative of Spookfish's or EagleView's future performance or that actual events and results would not differ materially from them.

PRIVACY AND PERSONAL INFORMATION

Spookfish, EagleView and the Share Registry may collect personal information in the process of implementing the Scheme. The personal information may include the names, addresses, other contact details and details of the security holdings of Spookfish Shareholders, and the names of individuals appointed by Spookfish Shareholders as proxies, corporate representatives or attorneys at the Scheme Meeting. The collection of some of this information is required or authorised by the Corporations Act.

The personal information is collected for the primary purposes of assisting Spookfish to conduct the Scheme Meeting and to enable the Scheme to be implemented. The personal information may be disclosed to Spookfish's and EagleView's share registries/transfer agents, securities brokers, print and mail service providers and any other service provider to the extent necessary to conduct the Scheme Meeting and implement the Scheme.

If the information outlined above is not collected, Spookfish may be hindered in, or prevented from, conducting the Scheme Meeting and implementing the Scheme.

Spookfish Shareholders who are individuals and the other individuals in respect of whom personal information is collected as outlined above have certain rights to access the personal information collected in relation to them. Such individuals should contact the Share Registry on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia) if they wish to exercise these rights.

Spookfish Shareholders who appoint an individual as their proxy, corporate representative or attorney to vote at a Scheme Meeting should inform such an individual of the matters outlined above.

The Privacy Policy of Spookfish is available at <http://www.spookfish.com/privacy> and contains information about how an individual may access personal information about the individual that is held by Spookfish, seek the correction of such information or make a privacy related complaint and how such a complaint will be dealt with.

The Privacy Policy of the Share Registry is available at <http://www.computershare.com/au/privacy-policies> and contains information about how an individual may access personal information about the individual that is held by the Share Registry, seek the correction of such information or make a privacy related complaint and how such a complaint will be dealt with.

TAX IMPLICATIONS OF THE SCHEME

If the Scheme becomes Effective and is implemented, there will be tax consequences for Scheme Shareholders which may include tax being payable on any gain on disposal of Spookfish Shares. Please refer to Section 8 for further details about the general Australian tax consequences of the Scheme. The tax treatment may vary depending on the nature and characteristics of each Spookfish Shareholder and their specific circumstances. Accordingly, Spookfish Shareholders should seek professional tax advice in relation to their particular circumstances.

INTERPRETATION

Information contained in this Scheme Booklet is given as of 12 October 2018, unless otherwise stated to the contrary. Capitalised terms and certain abbreviations used in this Scheme Booklet have the defined meanings set out in Section 10. The documents reproduced in the Annexures to this Scheme Booklet may have their own defined terms, which are sometimes different from those in Section 10.

Figures, amounts, percentages, estimates, calculations of value and fractions in this Scheme Booklet are subject to the effect of rounding. Accordingly, the actual calculation of these figures may differ from the figures set out in this Scheme Booklet. All references to times in this Scheme Booklet are references to time in Perth, Western Australia, Australia, unless otherwise stated. All dates in the timetable are indicative only and subject to change. All references in this Scheme Booklet to "\$", "A\$", "AUD", "Australian dollars" and "cents" are to Australian currency.

NOTICE OF SCHEME MEETING

The Notice of Scheme Meeting is set out in Annexure E.

NOTICE OF SECOND COURT HEARING AND IF A SPOOKFISH SHAREHOLDER WISHES TO OPPOSE THE SCHEME

At the Second Court Hearing, the Court will consider whether to approve the Scheme following the vote at the Scheme Meeting. Any Spookfish Shareholder may appear at the Second Court Hearing and may oppose the approval of the Scheme at the Second Court Hearing. If you wish to oppose in this manner, you must file with the Court and serve on Spookfish a notice of appearance, in the prescribed form, together with any affidavit on which you wish to rely at the hearing. The notice of appearance and affidavit must be served on Spookfish at its address for service at least one day before 23 November 2018. The address for service for Spookfish is C/- Clayton Utz, Level 27, QV.1 Building, 250 St Georges Terrace, Perth WA 6000 (Reference Cameron Belyea) Facimile: 08 9481 3095 Email: cbelyea@claytonutz.com.

The Second Court Hearing is expected to be held on 23 November 2018 at the Peter Durack Commonwealth Law Courts Building, 1 Victoria Avenue, Perth, Western Australia, Australia.

NO INTERNET SITE IS PART OF THIS SCHEME BOOKLET

Spookfish and EagleView each maintain an internet website. The content of those websites does not form part of this Scheme Booklet. Any reference in this Scheme Booklet to a website is a textual reference for information only and no information in any website forms part of this Scheme Booklet.

FOREIGN JURISDICTIONS

The release, publication or distribution of this Scheme Booklet outside Australia may be restricted by law or regulation and persons who come into possession of it should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may contravene applicable securities laws or regulations. Spookfish and its Related Bodies Corporate and their directors, officers, employees and advisers each disclaim all liabilities to such persons.

This Scheme Booklet has been prepared in accordance with Australian law and the information contained in this Scheme Booklet may not be the same as that which would have been disclosed if this Scheme Booklet had been prepared in accordance with the laws and regulations of jurisdictions other than Australia.

Spookfish Shareholders who are nominees, trustees or custodians are encouraged to seek independent advice as to how they should proceed. No action has been taken to register or qualify this Scheme Booklet or any aspect of the Scheme in any jurisdiction outside Australia.

QUESTIONS AND SUPPLEMENTARY INFORMATION

If you have any questions in relation to this Scheme Booklet or the Scheme you should contact the Spookfish Shareholder Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia) between 5.30 am and 2.00 pm (Perth time) on Business Days.

Spookfish Shareholders should seek independent financial, legal and taxation advice before making any decision regarding the Scheme.

In certain circumstances, Spookfish may provide additional disclosure to Spookfish Shareholders in relation to the Scheme after the date of this Scheme Booklet. To the extent applicable, Spookfish Shareholders should have regard to any such supplemental information in determining how to vote in relation to the Scheme.

Important dates and expected timetable for the Scheme

EVENT

TIME AND DATE

First Court Hearing	12 October 2018
Despatch of Scheme Booklet and Notice of Scheme Meeting to Spookfish Shareholders	By 15 October 2018
Latest time and date by which completed Proxy Forms for the Scheme Meeting must be received	10.00 am (Perth time) on 14 November 2018
Time and date for determining eligibility of registered Spookfish Shareholders to vote at the Scheme Meeting	4.00 pm (Perth time) on 14 November 2018
Scheme Meeting (to be held at the Technology Park Function Centre, 2 Brodie Hall Drive, Technology Park, Bentley WA)	10.00 am (Perth time) on 16 November 2018

If the Scheme is approved by the Requisite Majorities, the expected timetable for implementation of the Scheme is:

Second Court Hearing for approval of the Scheme	23 November 2018
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Effective Date on which the Scheme comes into effect and is binding on Spookfish Shareholders	26 November 2018
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Court order lodged with ASIC and announcement to the ASX

Last day of trading in Spookfish Shares on the ASX (with Spookfish Shares suspended from close of trading)

Scheme Record Date for determining entitlements to Scheme Consideration	5.00 pm (Perth time) on 3 December 2018
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Implementation Date	10 December 2018
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Payment of Scheme Consideration to be made to Scheme Shareholders

All dates and times are references to the date and/or time in Perth, Western Australia, Australia, unless otherwise stated. This timetable is indicative only and all dates after the Scheme Meeting are subject to the Court approval process and the satisfaction or, where applicable, waiver of the Conditions. Those Conditions are summarised in Annexure A and set out in full in clause 3.1 of the Scheme Implementation Agreement.

Spookfish has the right to vary the timetable set out above subject to the approval of such variation by EagleView, the Court and ASIC where required. Any variation to the timetable set out above will be announced on Spookfish's website and on the ASX.

Letter from the Chairman of Spookfish

12 October 2018

Dear Spookfish Shareholder,

On behalf of the Board of Spookfish Limited (**Spookfish**), I am pleased to provide this Scheme Booklet to you, which contains important information for you to consider about the proposed acquisition of Spookfish by Eagle View Technologies, Inc (**EagleView**).

On 26 July 2018, Spookfish announced that it had entered into the Scheme Implementation Agreement with EagleView, under which EagleView agreed to acquire all of the remaining issued ordinary shares in Spookfish that it does not already own by way of the Scheme for a cash price of \$0.08 per share.

On 10 September 2018, Spookfish announced that EagleView had increased the Scheme Consideration it is offering to Spookfish Shareholders from \$0.08 per Spookfish Share to \$0.09 per Spookfish Share. Spookfish and EagleView entered into the Deed of Variation to reflect this increase in the Scheme Consideration.

The implementation of the Scheme is subject to a number of conditions, including Spookfish Shareholder and Court approvals, FIRB approval, the Specified Arrangements not being terminated or amended (or any rights under those arrangements being waived before 8.00 am on the Second Court Date) and certain other conditions which are customary for schemes of arrangement.

If the Scheme is approved and implemented, Spookfish Shareholders will receive the Scheme Consideration of \$0.09 for each Spookfish Share held by them at the Scheme Record Date.

The Scheme Consideration of \$0.09 represents a significant premium of:

- **76.5%** to the closing price of Spookfish Shares on 25 July 2018 (being the last trading day before the announcement of entry into the Scheme Implementation Agreement) of \$0.051;
- **75.4%** to the 15 trading day VWAP to close of trading on 25 July 2018 of \$0.0513;
- **81.0%** to the 30 trading day VWAP to close of trading on 25 July 2018 of \$0.0497; and
- **97.0%** to the 60 trading day VWAP to close of trading on 25 July 2018 of \$0.0457.

The Scheme Consideration values Spookfish's fully diluted equity at approximately \$136.8 million.¹

SPOOKFISH DIRECTORS' RECOMMENDATION

The Spookfish Directors unanimously recommend that Spookfish Shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders. Each Spookfish Director intends to cause any Spookfish Shares in which he or she has a Relevant Interest to be voted in favour of the Scheme, subject to those same qualifications.

The Spookfish Directors have concluded that the Scheme is compelling for Spookfish Shareholders for the following reasons:

- the Independent Expert has concluded that the Scheme is fair and reasonable and therefore in the best interests of Spookfish Shareholders in the absence of a superior offer;
- the all cash consideration offered under the Scheme delivers certainty and immediate value for your Spookfish Shares;
- the Scheme Consideration represents a significant premium relative to Spookfish's closing price on 25 July 2018 (being the last trading day prior to the announcement of entry into the Scheme Implementation Agreement) and the 15, 30 and 60 trading day VWAPs up to and including that date;
- the Scheme Consideration reflects the value of Spookfish's strategic plan, the risks to implementing that plan and the capability of management to deliver on it, and recognises the high strategic value of Spookfish's business to EagleView (including potential synergies);
- the trading price of Spookfish Shares is likely to fall in the near-term if the Scheme is not implemented and in the absence of a Superior Proposal;
- since the announcement of the Scheme, no Superior Proposal has emerged; and
- no brokerage or stamp duty will be payable by you for the transfer of your Spookfish Shares under the Scheme.

¹ Calculated on a diluted basis of 1,519,940,301 Spookfish Shares, which includes 1,256,142,574 Spookfish Shares, 10,851,300 Spookfish Performance Rights that will automatically vest and be exercised in accordance with their terms and conditions if the Scheme is approved, 108,846,427 Spookfish Options that are "in the money" as a result of the \$0.09 per share consideration offered under the Scheme, 5,000,000 Spookfish Options that are yet to be granted but will be "in the money" and 139,100,000 Spookfish Shares that Spookfish is contractually obligated to issue upon a "Successful Takeover" but does not include 20,000,000 Spookfish Options that will be cancelled once the Scheme becomes Effective.

In forming their view to unanimously recommend the Scheme to Spookfish Shareholders, the Spookfish Directors also considered the disadvantages of the Scheme being implemented, which include:

- Spookfish Shareholders will no longer be able to participate in the future financial performance and growth of the Spookfish business;
- Spookfish Shareholders may find it difficult to identify or invest in an alternative investment with a similar profile to that of Spookfish;
- Spookfish Shareholders may consider that there is the potential for a Superior Proposal to emerge; and
- the taxation implications of the Scheme may not be suitable to the financial circumstances or position of certain Spookfish Shareholders.

HOPERIDGE'S INTENTION TO VOTE IN FAVOUR OF THE SCHEME

After market close on Friday, 7 September 2018, Spookfish received a letter dated 7 September 2018 from Hoperidge Enterprises Pty Ltd (**Hoperidge**) as trustee for Jones Family Trust in which Hoperidge confirmed to Spookfish that, if EagleView varies the Scheme Implementation Agreement to increase the Scheme Consideration from \$0.08 to \$0.09 per Spookfish Share, Hoperidge intends to exercise all votes attaching to the Spookfish Shares in which it has a Relevant Interest to be voted in favour of the Scheme, in the absence of a Superior Proposal (as defined in the Scheme Implementation Agreement). The condition in Hoperidge's letter has been satisfied.

Hoperidge also confirmed that, as at 7 September 2018, it had a Relevant Interest in 249,863,357 Spookfish Shares. This represents a Relevant Interest in 19.89% of the total number of Spookfish Shares as at the Last Practicable Date.

INDEPENDENT EXPERT

The Spookfish Board appointed KPMG Corporate Finance as the Independent Expert to assess the merits of the Scheme and to provide an opinion as to whether the Scheme is in the best interests of Spookfish Shareholders.

The Independent Expert has concluded that the Scheme is fair and reasonable and therefore in the best interests of Spookfish Shareholders in the absence of a superior offer. The Independent Expert has assessed the value of a Spookfish Share, inclusive of a premium for control, to lie in the range of \$0.059 to \$0.075. The Scheme Consideration of \$0.09 per Spookfish Share exceeds the Independent Expert's assessed value range.

A complete copy of the Independent Expert's Report is included as Annexure B. I encourage you to read it in full.

HOW TO VOTE

For the Scheme to be approved by Spookfish Shareholders, votes in favour of the Scheme must be received from a majority in number (more than 50%) of Spookfish Shareholders present and voting at the Scheme Meeting (unless the Court orders otherwise) and at least 75% of the total number of votes cast on the Scheme Resolution by Spookfish Shareholders. EagleView will not be voting on the Scheme alongside other Spookfish Shareholders.

Your vote is important and we encourage you to vote by completing the Proxy Form accompanying this Scheme Booklet, or alternatively by attending the Scheme Meeting to be held at 10.00 am (Perth time) at the Technology Park Function Centre, 2 Brodie Hall Drive, Technology Park, Bentley WA, on 16 November 2018.

FURTHER INFORMATION

This Scheme Booklet sets out important information relating to the Scheme, the reasons why the Spookfish Directors have recommended that Spookfish Shareholders vote in favour of the Scheme, and the Independent Expert's Report. It also sets out some of the reasons why Spookfish Shareholders may wish to vote against the Scheme.

Please read this document carefully and in its entirety. It will assist you in making an informed decision on how to vote. Spookfish Shareholders should seek independent financial, legal and taxation advice before making any decision regarding the Scheme.

If you have any questions in relation to this Scheme Booklet or the Scheme you should contact the Spookfish Shareholder Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia) between 5.30 am and 2.00 pm (Perth time) on Business Days.

On behalf of the Spookfish Board, I would like to take this opportunity to thank you for your ongoing support of Spookfish, and I look forward to your participation at the Scheme Meeting.

Yours sincerely,

Jason Marinko
Chairman
Spookfish Limited

What you should do

STEP 1: READ THIS SCHEME BOOKLET

You should read this Scheme Booklet carefully in its entirety, including the reasons to vote in favour of or against the Scheme, before making any decision on how to vote on the Scheme Resolution.

Answers to various frequently asked questions about the Scheme are set out in Section 2. If you have any additional questions in relation to this Scheme Booklet or the Scheme please consult your financial, legal or other professional adviser or contact the Spookfish Shareholder Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia) between 5.30 am and 2.00 pm (Perth time) on Business Days.

STEP 2: VOTE ON THE SCHEME AT THE SCHEME MEETING

Vote on the Scheme at the Scheme Meeting by doing one of the following:

- a. **Vote in person** – attend the Scheme Meeting in person at the Technology Park Function Centre, 2 Brodie Hall Drive, Technology Park, Bentley WA on 16 November 2018 at 10.00 am (Perth time).
- b. **Vote by proxy** – complete and return the Proxy Form in accordance with the instructions set out on the Proxy Form so that it is received by the Share Registry by no later than 10.00 am (Perth time) on 14 November 2018.
- c. **Vote by corporate representative** – a Spookfish Shareholder or proxy who is a body corporate may vote at the Scheme Meeting by having their corporate representative attend the Scheme Meeting in person and vote on their behalf. The authorised corporate representative will be admitted to the Scheme Meeting upon providing, at the point of entry to the Scheme Meeting, the appropriate "Certificate of Appointment of Corporate Representative" (which can be obtained by following the instructions on the Proxy Form).
- d. **Vote by attorney** – a Spookfish Shareholder may vote at the Scheme Meeting by having their fully authorised attorney attend the Scheme Meeting in person and vote on their behalf. Spookfish Shareholders wishing to vote by attorney at the Scheme Meeting must, if they have not already presented an appropriate power of attorney to Spookfish, deliver to the Share Registry the original instrument appointing the attorney or a certified copy of it by 10.00 am (Perth time) on 14 November 2018.

In order for the Scheme to be implemented, the Scheme must be approved by:

- a. unless the Court orders otherwise, a majority in number (more than 50%) of Spookfish Shareholders present and voting at the Scheme Meeting (either in person, by proxy or attorney or in the case of corporate Spookfish Shareholders, by a duly appointed corporate representative); and
- b. at least 75% of the total number of votes cast on the Scheme Resolution by Spookfish Shareholders at the Scheme Meeting.

If the Scheme is not approved by the Requisite Majorities of Spookfish Shareholders at the Scheme Meeting, the Scheme will not proceed.

Please refer to Section 3 for further information on how to vote at the Scheme Meeting.

STEP 3: PARTICIPATE IN THE SCHEME

If you are eligible and wish to participate in the Scheme you will need to ensure that you do not sell your Spookfish Shares prior to 5.00 pm (Perth time) on 3 December 2018, being the expected Scheme Record Date. Otherwise, and assuming the Scheme is approved by the Requisite Majorities and the Court, you do not need to do anything to participate in the Scheme.

FURTHER INFORMATION

Further information relating to details of the Scheme Resolution is contained in the Notice of Scheme Meeting (which is set out in Annexure E).

Spookfish Shareholders who have any questions or require further information in relation to this Scheme Booklet or the Scheme should contact the Spookfish Shareholder Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia) between 5.30 am and 2.00 pm (Perth time) on Business Days.

Spookfish Shareholders should seek independent financial, legal and taxation advice before making any decision regarding the Scheme.

Summary of considerations relevant to your vote

REASONS TO VOTE IN FAVOUR OF THE SCHEME

- ✓ The Spookfish Directors unanimously recommend that you vote in favour of the Scheme, in the absence of a Superior Proposal and provided that the Independent Expert continues to conclude that the Scheme is in the best interests of Spookfish Shareholders.
- ✓ The Independent Expert has concluded that the Scheme is fair and reasonable and therefore in the best interests of Spookfish Shareholders in the absence of a superior offer.
- ✓ The all cash consideration offered under the Scheme delivers certainty and immediate value for your Spookfish Shares.
- ✓ The Scheme Consideration represents an attractive premium relative to Spookfish's closing price on the day prior to the announcement of the Scheme and the 15, 30 and 60 trading day VWAPs up to and including that date.
- ✓ The Scheme Consideration reflects the value of Spookfish's strategic plan, the risks to implementing that plan and the capability of management to deliver on it, and recognises the high strategic value of Spookfish's business to EagleView.
- ✓ The trading price of Spookfish Shares is likely to fall in the near-term if the Scheme is not implemented and in the absence of a Superior Proposal.
- ✓ Since the announcement of the Scheme, no Superior Proposal has emerged.
- ✓ No brokerage or stamp duty will be payable by you for the transfer of your Spookfish Shares under the Scheme.

These reasons are discussed in more detail on pages 9 to 11.

REASONS TO VOTE AGAINST THE SCHEME

- ✗ You may disagree with the unanimous recommendation of the Spookfish Directors, the Independent Expert's conclusion or both and believe that the Scheme is not in your best interests.
- ✗ You will no longer be able to participate in the future financial performance and growth of the Spookfish business.
- ✗ You may find it difficult to identify or invest in an alternative business with similar characteristics to that of Spookfish.
- ✗ You may consider that there is the potential for a Superior Proposal to emerge.
- ✗ The taxation implications of the Scheme may not be suitable to your financial circumstances or position.

These reasons are discussed in more detail on page 12.

Reasons to vote in favour of the Scheme

a. The Spookfish Directors have assessed the merits of the Scheme and unanimously recommend that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders.

In reaching their recommendation, the Spookfish Directors have considered the advantages and disadvantages of the Scheme, including the information contained in:

- the “Reasons to vote in favour of the Scheme” Section;
- the “Reasons to vote against the Scheme” Section;
- Section 6 (Risk factors) and Section 8 (Tax implications of the Scheme); and
- Annexure B (Independent Expert’s Report).

In the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders, each of the Spookfish Directors intends to cause all the Spookfish Shares in which he or she has a Relevant Interest to be voted in favour of the Scheme.

Further details of the interests of the Spookfish Directors are contained in Section 9.

b. The Independent Expert has concluded that the Scheme is fair and reasonable and therefore in the best interests of Spookfish Shareholders in the absence of a superior offer.

The Spookfish Directors appointed KPMG Corporate Finance as the Independent Expert to prepare an Independent Expert’s Report, including an opinion as to whether the Scheme is in the best interests of Spookfish Shareholders.

The Independent Expert has concluded that the Scheme is fair and reasonable and therefore in the best interests of Spookfish Shareholders in the absence of a superior offer. The Independent Expert has assessed the value of a Spookfish Share, inclusive of a premium for control, to lie in the range of \$0.059 to \$0.075. The Scheme Consideration of \$0.09 per Spookfish Share exceeds the Independent Expert’s assessed value range.

A complete copy of the Independent Expert’s Report is included as Annexure B. The Spookfish Directors encourage you to read the Independent Expert’s Report in its entirety before making a decision as to whether or not to vote in favour of the Scheme.

c. The all cash consideration offered under the Scheme delivers certainty and immediate value for your Spookfish Shares.

The offer from EagleView is a 100% cash offer. This offers a high degree of certainty of value and timing. More specifically, if the Scheme is implemented, Spookfish Shareholders will receive the Scheme Consideration in cash for each Spookfish Share held by them at the Scheme Record Date, to be paid on the Implementation Date.

In contrast, if the Scheme is not implemented, the amount which Spookfish Shareholders will be able to realise for their investment in Spookfish Shares may be uncertain. The Scheme removes this uncertainty for Spookfish Shareholders.

While the Spookfish Board remains positive about the outlook for Spookfish as an independent ASX listed company (including its capacity to deliver value for Spookfish Shareholders into the future), the Spookfish Board believes it will take further time and additional investment before there is any possibility of fully realising the benefits from Spookfish’s capture systems and technology. There can be no certainty that those benefits will be able to be realised in full or at all within the timeframes reasonably contemplated by the Spookfish Board.

The Spookfish Board believes that Spookfish’s future performance and growth prospects may be impacted by the risk factors described in Section 6, including Spookfish’s reliance on key relationships and customers and Spookfish’s profitability and sufficiency of funding.

Spookfish’s business relies on a number of business relationships and customers and is particularly reliant on its relationship with, and revenue from, EagleView. While Spookfish currently enjoys a strong relationship with EagleView and they continue to work collaboratively to accelerate the commercialisation of Spookfish’s technology, Spookfish’s financial performance and/or financial position may be impacted if this relationship was to deteriorate for any reason.

In addition, Spookfish is in the early stages of commercial roll-out and is not yet profitable. Accordingly, Spookfish is unable to solely rely on its internally generated cashflow to fund its operations, including the manufacture of its capture systems for use in the Australian market and for general corporate and administrative overhead costs.

If the Scheme is not implemented and Spookfish continues as an independent ASX listed company, the Spookfish Board believes that Spookfish will need to raise additional capital in the short to medium term. There can be no guarantee that Spookfish will be able to obtain future debt or equity financing to sustain its operations. Any additional equity financing may be dilutive to Spookfish’s existing shareholders and any debt financing, if available, may involve restrictive covenants, which may limit Spookfish’s operations and business strategy.

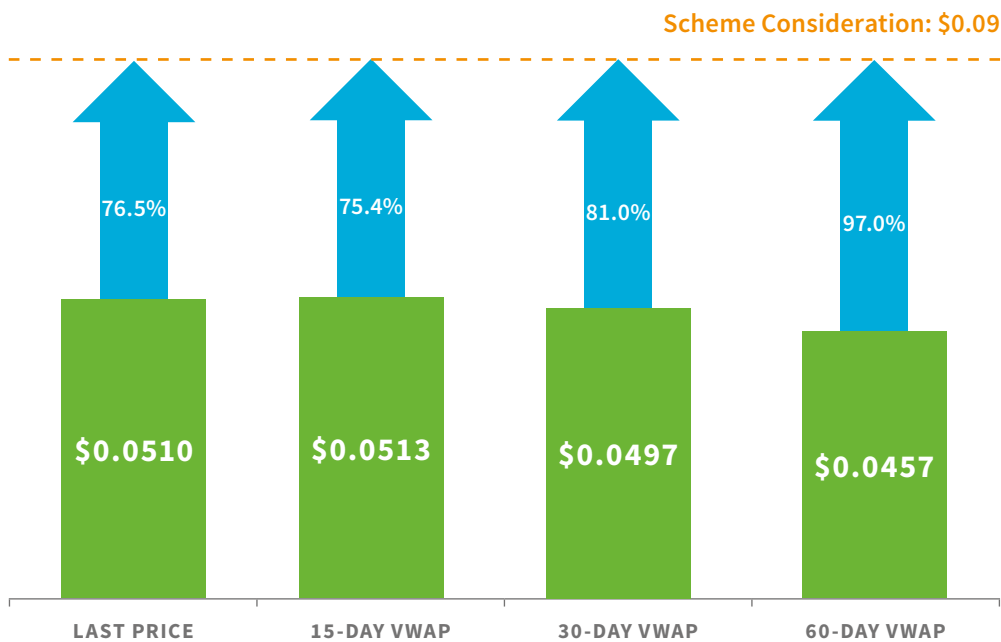
For further details of the risks relating to remaining a Spookfish Shareholder, see Section 6.

d. The Scheme Consideration represents an attractive premium relative to Spookfish’s closing price on the day prior to the announcement of the Scheme and the 15, 30 and 60 trading day VWAPs up to and including that date.

If the Scheme is approved and implemented, Spookfish Shareholders who are registered as such on the Scheme Record Date will receive the Scheme Consideration of \$0.09 for each Spookfish Share that they own.

- The Scheme Consideration represents a significant premium of:
- 76.5% to the closing price of Spookfish Shares on 25 July 2018 (being the last trading day before the announcement of entry into the Scheme Implementation Agreement) of \$0.051;
 - 75.4% to the 15 trading day VWAP to close of trading on 25 July 2018 of \$0.0513;
 - 81.0% to the 30 trading day VWAP to close of trading on 25 July 2018 of \$0.0497; and
 - 97.0% to the 60 trading day VWAP to close of trading on 25 July 2018 of \$0.0457.

The graph below illustrates the premium implied by the Scheme Consideration to the range of benchmarks listed above.



Source: IRESS. Last Price as at 25 July 2018

e. The Scheme Consideration reflects the value of Spookfish’s strategic plan, the risks to implementing that plan and the capability of management to deliver on it, and recognises the high strategic value of Spookfish’s business to EagleView.

The Spookfish Directors have assessed the potential of Spookfish’s strategic plan, Spookfish’s competitive position in the sectors which it services, as well as the synergies that could arise from the proposed transaction and have concluded that the Scheme Consideration fairly reflects the value of a Spookfish Share. In making this assessment, the Spookfish Directors gave consideration to management’s internal budgeting and business plan, including an assessment of the potential risks that are associated with executing on and achieving the business plan.

f. The trading price of Spookfish Shares is likely to fall in the near-term, if the Scheme is not implemented and in the absence of a Superior Proposal.

On the last trading day prior to the announcement of the Scheme, the trading price of Spookfish Shares was \$0.051. Since then, it has increased by 68.6% to \$0.086 per Spookfish Share on the Last Practicable Date.



If the Scheme is not implemented and in the absence of a Superior Proposal, the Spookfish Directors believe that it is likely that the trading price of Spookfish Shares will fall from current levels.

g. Since the announcement of the Scheme, no Superior Proposal has emerged.

Since the initial announcement of the Scheme on 26 July 2018 and up to the date of this Scheme Booklet, no Superior Proposal has emerged and the Spookfish Directors are not aware of any Superior Proposal that is likely to emerge.

However, there remains the possibility that a third party may make a Superior Proposal prior to the Scheme Meeting.

The Scheme Implementation Agreement includes terms which prevent Spookfish from seeking a Competing Proposal in certain circumstances (see Annexure A for more details).

The Scheme Implementation Agreement does not prevent a third party from making a Competing Proposal and does not prevent the Spookfish Directors from responding to a bona fide Competing Proposal in certain circumstances (provided that the Competing Proposal was not solicited, invited, initiated or encouraged by Spookfish or its representatives in contravention of clause 9.3 the Scheme Implementation Agreement and was not otherwise brought about as a result of any breach by Spookfish of its exclusivity obligations under the Scheme Implementation Agreement).

The Spookfish Board will notify Spookfish Shareholders if a Superior Proposal is received before the Scheme Meeting.

h. No brokerage or stamp duty will be payable by you for the transfer of your Spookfish Shares under the Scheme.

You will not incur any brokerage or stamp duty on the transfer of your Spookfish Shares to EagleView under the Scheme. It is possible that such charges may be incurred if you transfer your Spookfish Shares other than under the Scheme.

Reasons to vote against the Scheme

The Spookfish Directors believe that Spookfish Shareholders should take into consideration the following potential disadvantages and reasons to vote against the Scheme. Having identified these potential disadvantages, the Directors consider that they are outweighed by the potential advantages of the Scheme set out in the “Reasons to vote in favour of the Scheme” Section on pages 9 to 11. This assessment has led to the Spookfish Directors unanimously recommending that Spookfish Shareholders vote in favour of the Scheme in the absence of a Superior Proposal.

a. You may disagree with the unanimous recommendation of the Spookfish Directors, the Independent Expert’s conclusion or both and believe that the Scheme is not in your best interests.

Notwithstanding the unanimous recommendation of the Spookfish Directors and the conclusion of the Independent Expert, you may believe that the Scheme is not in your best interests. In reaching their decision, the Spookfish Directors have made various judgements and assumptions based on future trading conditions, circumstances and events, which cannot be predicted with certainty and which may prove to be positively or negatively inaccurate.

There is no obligation for Spookfish Shareholders to agree with the unanimous recommendation of the Spookfish Directors, or agree with the conclusion of the Independent Expert.

b. You will no longer be able to participate in the future financial performance and growth of the Spookfish business.

If the Scheme is approved and implemented, you will cease to be a Spookfish Shareholder and will lose the ability to participate in any potential upside that may result from maintaining your investment in Spookfish.

This means that you will not participate in the future financial performance and potential growth of Spookfish, and will not retain exposure to the value that could be created by Spookfish for its shareholders in the future.

c. You may find it difficult to identify or invest in an alternative business with similar characteristics to that of Spookfish.

You may prefer to keep your Spookfish Shares to maintain your investment in a public company with Spookfish’s specific characteristics, including but not limited to risk, return and liquidity characteristics. You may consider that it would be difficult to identify and invest in alternative investments that have a similar profile to Spookfish.

In addition, despite the risk factors relevant to Spookfish’s future operations as a standalone entity (including those in Section 6), you may consider that Spookfish may be able to generate greater returns for its assets as a stand-alone entity, or by exploring alternative corporate transactions in the future.

d. You may consider that there is the potential for a Superior Proposal to emerge.

You may believe that there is the potential for a Superior Proposal to be made in the foreseeable future. This may include a takeover offer or alternative transaction proposal which would deliver a total consideration to Spookfish Shareholders in excess of the Scheme Consideration.

However, as at the date of this Scheme Booklet, no Superior Proposal has emerged and the Spookfish Directors are not aware of any Superior Proposal that is likely to emerge.

e. The taxation implications of the Scheme may not be suitable to your financial circumstances or position.

If the Scheme is implemented, there may be tax consequences that result for you as a Spookfish Shareholder, some of which may be adverse. Further detail regarding the tax implications of the Scheme is contained in Section 8. This guide is expressed in general terms and is not intended to provide taxation advice in respect of the particular circumstances of any Spookfish Shareholder.

Other considerations relevant to your vote on the Scheme

You should also take into account the following additional considerations in deciding whether to vote in favour of, or against, the Scheme.

a. The Scheme may be implemented even if you vote against it.

The Scheme will be implemented if the Scheme Resolution is passed by the Requisite Majorities and is approved by the Court, irrespective of whether you do not vote or you vote against the Scheme Resolution at the Scheme Meeting.

If this occurs, any Spookfish Shares you hold on the Scheme Record Date will be transferred to EagleView and you will receive the Scheme Consideration of \$0.09 for each Spookfish Share that you hold.

b. If the Scheme is not implemented, Spookfish Shareholders will not receive the Scheme Consideration.

If the Scheme is not approved or all outstanding Conditions are not satisfied or waived (as applicable), the Scheme will not be implemented. In that case, Spookfish Shareholders will not receive the Scheme Consideration, Spookfish will continue to operate as it does currently and Spookfish Shares will remain listed on the ASX.

If the Scheme is not implemented, the advantages of the Scheme described in the “Reasons to vote in favour of the Scheme” Section on pages 9 to 11 will not be realised.

c. Conditionality of the Scheme.

The implementation of the Scheme is subject to a number of Conditions, which are summarised in Annexure A and set out in full in clause 3.1 of the Scheme Implementation Agreement. If the Conditions are not satisfied or waived (as applicable), the Scheme will not be implemented and Spookfish Shareholders will not receive the Scheme Consideration.

d. Exclusivity.

Spookfish and EagleView have entered into certain arrangements which restrict the ability of Spookfish to enter into discussions with potential rival bidders (subject to various exceptions) and require Spookfish to provide EagleView with certain rights in respect of matching any alternative offers, if they arise. The exclusivity provisions are summarised in Annexure A and set out in full in clause 9 of the Scheme Implementation Agreement.

e. Break fees.

A break fee of \$1,327,500 is payable by Spookfish to EagleView in certain circumstances.

A break fee of \$1,327,500 is payable by EagleView to Spookfish in certain circumstances.

The break fees are summarised in Annexure A and set out in full in clause 10 of the Scheme Implementation Agreement.

1. Summary of the Scheme

1.1 BACKGROUND

On 26 July 2018, Spookfish announced that it had entered into the Scheme Implementation Agreement with EagleView, under which EagleView agreed to acquire all of the remaining issued ordinary shares in Spookfish that it does not already own by way of the Scheme for a cash price of \$0.08 per share.

On 10 September 2018, Spookfish announced that EagleView had increased the Scheme Consideration it is offering to Spookfish Shareholders from \$0.08 per Spookfish Share to \$0.09 per Spookfish Share. Spookfish and EagleView entered into the Deed of Variation to reflect this increase in the Scheme Consideration. On 12 October 2018, Spookfish and EagleView entered into the Second Deed of Variation, which made a technical amendment to the Scheme Implementation Agreement (described further in Annexure A).

A “scheme of arrangement” is a means of implementing an acquisition of securities under the Corporations Act. It requires a vote in favour of a resolution to implement the scheme of arrangement by the Requisite Majorities at a meeting of shareholders, and also requires Court approval.

If the Scheme is approved by Spookfish Shareholders and by the Court, and all other Conditions are satisfied or waived, Spookfish will become a Subsidiary of EagleView. Spookfish will apply for termination of the official quotation of Spookfish Shares on the ASX and to have itself removed from the official list of the ASX with effect from the Business Day following the Implementation Date.

If the Scheme is not approved, the Scheme will not be implemented and Spookfish will continue as a standalone entity listed on the ASX (please refer to Section 1.14).

A summary of the Scheme Implementation Agreement is contained in Annexure A and a copy of the Scheme is set out in Annexure C.

1.2 SPOOKFISH DIRECTORS’ RECOMMENDATION

The Spookfish Directors believe that the Scheme is attractive and in the best interests of Spookfish Shareholders and unanimously recommend that Spookfish Shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders.

1.3 VOTING INTENTIONS OF THE SPOOKFISH DIRECTORS

Each Spookfish Director intends to cause any Spookfish Shares in which he or she has a Relevant Interest to be voted in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders.

Details of the interests of each Spookfish Director in Spookfish Shares are set out in Section 9.1.

1.4 VOTING INTENTIONS OF SPOOKFISH KEY MANAGEMENT PERSONNEL

Michael von Bertouch and Guy Perkins each intend to vote all of the Spookfish Shares in which they have a Relevant Interest in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders.

As at the date of this Scheme Booklet, Jason Waller does not hold a Relevant Interest in any Spookfish Shares.

Details of the interests of each of Michael von Bertouch and Guy Perkins in Spookfish Shares are set out in Section 9.1.

1.5 VOTING INTENTIONS OF HOPERIDGE

After market close on Friday, 7 September 2018, Spookfish received a letter dated 7 September 2018 from Hoperidge as trustee for Jones Family Trust in which Hoperidge confirmed to Spookfish that, if EagleView varies the Scheme Implementation Agreement to increase the Scheme Consideration from \$0.08 to \$0.09 per Spookfish Share, Hoperidge intends to exercise all votes attaching to the Spookfish Shares in which it has a Relevant Interest to be voted in favour of the Scheme, in the absence of a Superior Proposal (as defined in the Scheme Implementation Agreement). The condition in Hoperidge’s letter has been satisfied.

Hoperidge also confirmed that, as at 7 September 2018, it had a Relevant Interest in 249,863,357 Spookfish Shares. This represents a Relevant Interest in 19.89% of the total number of Spookfish Shares as at the Last Practicable Date.

1.6 INDEPENDENT EXPERT’S CONCLUSION

The Independent Expert has concluded that the Scheme is fair and reasonable and therefore in the best interests of Spookfish Shareholders in the absence of a superior offer.

The Independent Expert has assessed the value of a Spookfish Share, inclusive of a premium for control, to lie in the range of \$0.059 to \$0.075. The Scheme Consideration of \$0.09 per Spookfish Share exceeds the Independent Expert’s assessed value range.

A full copy of the Independent Expert’s Report is set out in Annexure B. The Spookfish Directors encourage you to read this report in its entirety before making a decision as to whether or not to vote in favour of the Scheme.

1.7 CASH TO BE RECEIVED IF THE SCHEME PROCEEDS

If the Scheme proceeds, Spookfish Shareholders will receive the Scheme Consideration of \$0.09 for each Spookfish Share held by them at the Scheme Record Date.

If the number of Scheme Shares held by a Spookfish Shareholder at the Scheme Record Date is such that the aggregate entitlement of the Spookfish Shareholder to Scheme Consideration results in a fractional entitlement to a cent, then the entitlement of that Spookfish Shareholder must be rounded up or down to the nearest cent (with any such fractional entitlement of less than 0.5 being rounded down to the nearest whole cent and any such fractional entitlement of 0.5 or more being rounded up to the nearest whole cent).

1.8 PAYMENT OF THE SCHEME CONSIDERATION

All payments will be made:

- a. where a Spookfish Shareholder has, prior to the Scheme Record Date, made a valid election to receive dividends by electronic funds transfer to a bank account nominated by the Spookfish Shareholder - in accordance with that election; or
- b. by cheque for the relevant amount in Australian currency, dispatched by prepaid post to that Spookfish Shareholder's Registered Address.

For Spookfish Shares held in joint names, the relevant payment will be made to the joint holders and the cheque will be sent to the holder whose name appears first in the Spookfish Share Register. Spookfish may cancel a cheque if it is returned to Spookfish or has not been presented for payment within six months after the date on which it was sent, and the *Unclaimed Money Act 1990* (WA) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' under that Act.

You should be aware that if the Scheme Meeting is adjourned or the Effective Date is otherwise delayed, the cash payments described above may also be delayed.

Under the Deed Poll, EagleView has undertaken to deposit (or procure the deposit of) an amount equal to the total Scheme Consideration into an Australian dollar denominated trust account, operated by Spookfish as trustee for the Scheme Shareholders, by no later than the Business Day before the Implementation Date. On the Implementation Date, Spookfish will procure the payment from the trust account of the Scheme Consideration to each Scheme Shareholder in accordance with the above. A summary of how EagleView will be funding the Scheme Consideration is set out in Section 5.7.

1.9 CONDITIONS

The implementation of the Scheme is subject to a number of conditions, which need to be satisfied or (if permitted) waived before the Scheme can be implemented. The Conditions are summarised in Annexure A and set out in full in clause 3.1 of the Scheme Implementation Agreement and include:

- a. **Shareholder approval:** Spookfish Shareholders approving the Scheme by the majorities required under section 411(4)(a)(ii) of the Corporations Act;
- b. **Court approval:** the Court approving the Scheme in accordance with section 411(4)(b) of the Corporations Act;
- c. **FIRB approval:** FIRB approval being obtained before the Scheme Meeting (Annexure A contains further details regarding what constitutes such approval);
- d. **Independent Expert's Report:** the Independent Expert not changing or publicly withdrawing its conclusion that the Scheme is in the best interests of Spookfish Shareholders prior to 8.00 am (Perth time) on the Second Court Date;
- e. **Material Adverse Change:** no Material Adverse Change occurring or becoming known to EagleView between the date of the Scheme Implementation Agreement and 8.00 am (Perth time) on the Second Court Date;
- f. **Representations and Warranties:** the Representations and Warranties being true and correct in all material respects as at the time they are given or made;
- g. **Prescribed Occurrence:** no Prescribed Occurrence occurring or becoming known to EagleView between the date of the Scheme Implementation Agreement and 8.00 am (Perth time) on the Second Court Date; and
- h. **Specified Arrangements:** none of the Specified Arrangements having been terminated or amended, or any rights under the Specified Arrangements having been waived, before 8.00 am (Perth time) on the Second Court Date.

The Conditions set out in paragraphs (a) to (c) above cannot be waived.

As at the date of this Scheme Booklet, Spookfish and EagleView are each not aware of any circumstances that would cause the outstanding Conditions not to be satisfied or waived.

Spookfish intends to announce on the ASX the satisfaction or waiver (as applicable) of the Conditions.

If the Conditions are not satisfied or waived (as applicable) by the End Date, the Scheme Implementation Agreement may be terminated, which will mean the Scheme will not be implemented.

1. SUMMARY OF THE SCHEME

1.10 KEY AGREEMENTS

The key agreements to effect the Scheme are the:

- a. Scheme Implementation Agreement (which is summarised in Annexure A);
- b. Scheme (a copy of which is set out in Annexure C); and
- c. Deed Poll (a copy of which is set out in Annexure D and a summary of which is set out in Section 7).

1.11 KEY STEPS TO IMPLEMENT THE SCHEME

The key steps to implement the Scheme are as follows:

- a. Spookfish Shareholders will vote on whether to approve the Scheme at the Scheme Meeting. Each person registered as a Spookfish Shareholder as at 4.00 pm (Perth time) on 14 November 2018 is entitled to vote at the Scheme Meeting. EagleView will not be voting on the Scheme alongside other Spookfish Shareholders;
- b. if the Scheme is approved by the Requisite Majorities at the Scheme Meeting, Spookfish will apply to the Court for orders approving the Scheme on the Second Court Date. Any Spookfish Shareholder may appear at the Second Court Hearing;
- c. if the Court approves the Scheme, and all Conditions to the Scheme have been satisfied or waived, Spookfish will lodge with ASIC an office copy of the Court orders approving the Scheme in accordance with section 411(10) of the Corporations Act and the Scheme will become Effective. Spookfish expect to lodge this with ASIC on 26 November 2018. Spookfish will, on the Scheme becoming Effective, give notice of that event to the ASX;
- d. it is expected that suspension of trading in Spookfish Shares on the ASX will occur from close of trading on the Effective Date;
- e. on the Implementation Date, Spookfish Shareholders will receive the Scheme Consideration for every Spookfish Share held on the Scheme Record Date; and
- f. Spookfish will apply to the ASX for termination of official quotation of Spookfish Shares and to have itself removed from the official list of the ASX from the Business Day following the Implementation Date.

Section 7 contains further details of the Scheme, including the approvals required in order for the Scheme to proceed.

1.12 YOUR CHOICES AS A SPOOKFISH SHAREHOLDER

As a Spookfish Shareholder you have the following four options in relation to your Spookfish Shares:

a. Vote in favour of the Scheme at the Scheme Meeting

The Spookfish Directors unanimously recommend that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders. The reasons for the Spookfish Directors' unanimous recommendation are set out in the "Reasons to vote in favour of the Scheme" Section on pages 9 to 11.

b. Vote against the Scheme at the Scheme Meeting

If, despite the Spookfish Directors' unanimous recommendation and the conclusion of the Independent Expert, you do not support the Scheme, you may vote against the Scheme at the Scheme Meeting.

However, you should note that if all of the Conditions to the Scheme are satisfied or waived (as applicable), including receipt of the approval of the Requisite Majorities of Spookfish Shareholders, the Scheme will bind all Spookfish Shareholders, including those who vote against the Scheme at the Scheme Meeting or those who do not vote at all.

c. Sell your Spookfish Shares on the ASX

You can sell your Spookfish Shares on the ASX at any time before the cessation of trading of Spookfish Shares on the ASX. If you sell your Spookfish Shares on the ASX you may incur brokerage or other costs. If the Scheme becomes Effective, trading in Spookfish Shares on the ASX is expected to cease at the close of trading on the ASX on the day on which the Scheme becomes Effective. This is expected to occur on 26 November 2018.

d. Do nothing

If, despite the Spookfish Directors' unanimous recommendation and the conclusion of the Independent Expert, you decide to do nothing, you should note that if all of the Conditions to the Scheme are satisfied or waived (as applicable), including receipt of the approval of the Requisite Majorities of Spookfish Shareholders, the Scheme will bind all Spookfish Shareholders, including those who vote against the Scheme at the Scheme Meeting or those who do not vote at all.

If you want to receive the Scheme Consideration, your vote is important. If the Scheme is not approved by the Requisite Majorities of Spookfish Shareholders you will not receive the Scheme Consideration.

1.13 TREATMENT OF SPOOKFISH UNLISTED SECURITIES AND RIGHTS

Under the Scheme Implementation Agreement, Spookfish agreed to give effect to the treatment of the Spookfish Unlisted Securities and Rights in accordance with the Work Plan. Spookfish also agreed to ensure that by 5.00 pm on the Business Day immediately prior to the Second Court Date arrangements are in place so that there will be no outstanding Spookfish Unlisted Securities and Rights on the Scheme Record Date (and that no person has any residual entitlement to Spookfish Shares or Spookfish Options or any other consideration under or arising from certain Spookfish Unlisted Securities and Rights on that date). EagleView has agreed to promptly provide all necessary assistance in accordance with the Work Plan, including agreeing to cancel or allow to lapse any of its Spookfish Options on or before the Scheme Record Date in accordance with the Work Plan.

Details of the treatment of the Spookfish Unlisted Securities and Rights if the Scheme proceeds are set out below. Further details about the Spookfish Unlisted Securities and Rights are set out in Section 4.4.

Details about the Spookfish Unlisted Securities and Rights held by or on behalf of the Spookfish Directors are set out in Section 9.1.

a. Spookfish Performance Rights

Spookfish operates (and has operated in the past) employee incentive plans involving the issue, vesting and exercise of Spookfish Performance Rights.

Both the 2014 Spookfish Performance Rights Plan and the 2017 Spookfish Performance Rights Plan have been approved by Spookfish Shareholders.

Spookfish Performance Rights have been issued under the 2014 Spookfish Performance Rights Plan and under the 2017 Spookfish Performance Rights Plan. Under both of those plans and the associated terms and conditions:

- a Spookfish Performance Right gives the holder the right to be issued or transferred one Spookfish Share for nil consideration;
- where a Court approves a merger by way of scheme of arrangement, Spookfish Performance Rights will automatically vest and be deemed to become “Vested Performance Rights”; and
- “Vested Performance Rights” will automatically be exercised into the equivalent number of Spookfish Shares.

Subject to the Court approving the Scheme, all Spookfish Performance Rights will vest on the Second Court Date. Each holder of Spookfish Performance Rights who is issued Spookfish Shares and is a Spookfish Shareholder on the Scheme Record Date will receive the Scheme Consideration in respect of those Spookfish Shares issued upon the exercise of those Spookfish Performance Rights.

In May 2018, Spookfish agreed to issue a total of 576,293 Spookfish Performance Rights to Jason Marinko, Simon Cope and Shannon Robinson in recognition of their contribution to Spookfish. These Spookfish Performance Rights constitute the Unissued Convertible Securities and have not yet been issued. Spookfish does not intend to issue those Spookfish Performance Rights. In order for Spookfish to satisfy its contractual obligations, in lieu of issuing those Spookfish Performance Rights, and with EagleView’s consent, Spookfish agreed with each of Jason Marinko, Simon Cope and Shannon Robinson that, subject to the Scheme becoming Effective, it would pay to each person \$0.09 per Spookfish Performance Right that person would have otherwise been entitled to. This amount is equivalent to the amount each would have received as Scheme Consideration had each been issued that number of Spookfish Performance Rights to which each was otherwise entitled and those Spookfish Performance Rights had vested into Spookfish Shares prior to the Scheme Record Date. Accordingly, Spookfish intends to make a payment of \$20,906 to Jason Marinko, \$23,148 to Simon Cope and \$7,813 to Shannon Robinson on the Implementation Date.

b. Spookfish Options

As set out in Section 4.4, Spookfish has a number of different classes of Spookfish Options on issue. EagleView has not agreed to acquire any Spookfish Options under the Scheme. However, subject to the Scheme becoming Effective, all holders of Spookfish Options that exercise their Spookfish Options before the Scheme Record Date will be issued Spookfish Shares in accordance with the terms of the Spookfish Options and in respect of each Spookfish Share held on the Scheme Record Date, the holder will receive the Scheme Consideration.

The Spookfish Board believes that all holders of Spookfish Options (other than those held by EagleView, Jason Marinko and Jason Waller) will either exercise their Spookfish Options prior to 5.00 pm on the Business Day immediately prior to the Second Court Date or their Spookfish Options will lapse prior to the Scheme Record Date in accordance with their terms.

In relation to the Spookfish Options held by EagleView, by 5.00 pm on the Business Day immediately prior to the Second Court Date EagleView will agree to cancel them for no consideration. The cancellation will be conditional on the Scheme becoming Effective and will take effect prior to the Scheme Record Date.

The Spookfish Options held by Jason Marinko were issued to him pursuant to the Option Share Trust (approved by Spookfish Shareholders at a general meeting in 2016) and are subject to vesting conditions. The Spookfish Board has determined that, in accordance with and as permitted by the terms of the Option Share Trust Plan Rules, and subject to the terms of the waiver of ASX Listing Rule 6.23.3 granted to Spookfish, it will exercise its discretion to determine that Jason Marinko’s performance is consistent with the relevant “Performance Conditions” (as defined in the Option Share Trust Plan Rules) and, consequently, that Jason Marinko’s Spookfish Options will be exercisable from the Effective Date until 5.00 pm on the Business Day immediately prior to the Scheme Record Date. Details about the waiver are set out in Section 9.7.

Jason Marinko and Tessobel Pty Ltd ATF JEM Family A/C have undertaken to repay or procure the repayment of any outstanding balances of their loan arrangements with Spookfish, including in connection with the Option Share Trust, on the Implementation Date.

As at the date of the Scheme Implementation Agreement, Spookfish had agreed to issue 20,000,000 Spookfish Options to Jason Waller in accordance with his executive services agreement dated 4 September 2017. Those Spookfish Options have now been issued to Jason Waller. Jason Waller has agreed to cancel the Spookfish Options that he holds for no consideration. The cancellation is conditional on the Scheme becoming Effective, and will take effect prior to the Scheme Record Date.

1. SUMMARY OF THE SCHEME

c. Milestone Rights

At a general meeting in 2014, Spookfish Shareholders approved, amongst other things, the issue of Spookfish Shares in connection with Spookfish's acquisition of Spookfish Innovations Pty Ltd (then Spookfish Pty Ltd) and Geospatial Investments Pty Ltd and a change to the nature and scale of Spookfish's activities from being a mining and mineral exploration company to a geospatial imagery company.

Details of the agreements in connection with Spookfish's acquisition of Spookfish Innovations Pty Ltd (then Spookfish Pty Ltd) and Geospatial Investments Pty Ltd were set out in Spookfish's Notice of General Meeting dated 24 November 2014 and Prospectus dated 19 December 2014.

Under the terms of these agreements, the relevant counterparties are entitled to be paid deferred consideration by Spookfish for Spookfish's acquisition of Spookfish Innovations Pty Ltd (then Spookfish Pty Ltd) and Geospatial Investments Pty Ltd, in the form of Spookfish Shares, in specified circumstances (with such entitlements being the Milestone Rights).

Such circumstances include where Spookfish and its related entities generate \$36,000,000 of cumulative revenue or, alternatively, where a "Successful Takeover" occurs within a specified period of time after the date of the agreements. Under the agreements, a "Successful Takeover" includes where Spookfish Shareholders vote in favour of a scheme of arrangement by the necessary majority at a Court convened meeting.

Where Spookfish and its related entities generate \$36,000,000 of cumulative revenue, the relevant counterparties are entitled to be issued 214,000,000 Spookfish Shares in aggregate. However, where a "Successful Takeover" occurs, the relevant counterparties are entitled to be issued a lesser amount of 139,100,000 Spookfish Shares in aggregate.

Accordingly, subject to Spookfish Shareholders approving the Scheme by the Requisite Majorities, Spookfish is required to issue 139,100,000 Spookfish Shares in aggregate to the relevant counterparties on the date of the Scheme Meeting. Each of those persons who are issued Spookfish Shares and are a Spookfish Shareholder on the Scheme Record Date will receive the Scheme Consideration in respect of those Spookfish Shares.

d. Consultancy Rights

Under the terms of the Consultancy Agreement, Kaizen Capital agreed to provide certain consulting services to Spookfish to assist with the creation and execution of an artificial intelligence strategy.

In consideration for the provision of such services, Spookfish agreed to issue 5,000,000 Spookfish Options to Kaizen Capital on or before 2 July 2018 and a further 5,000,000 Spookfish Options on or before 16 November 2018. The Spookfish Options issued to Kaizen Capital have an exercise price of \$0.055 and an expiry date of 5 years from the date of issue.

In accordance with the terms of the Consultancy Agreement, Spookfish has issued 5,000,000 Spookfish Options to Kaizen Capital and, subject to Kaizen Capital continuing to provide services to Spookfish under the Consultancy Agreement, is proposing to issue the remaining 5,000,000 Spookfish Options to Kaizen Capital prior to 5.00 pm on the Business Day immediately prior to the Second Court Date.

Kaizen Capital has confirmed that it will exercise all of its Spookfish Options (including the 5,000,000 Spookfish Options to be issued to it) prior to 5.00 pm on the Business Day immediately prior to the Second Court Date. Accordingly, if Kaizen Capital exercises its Spookfish Options, is issued Spookfish Shares and is a Spookfish Shareholder on the Scheme Record Date, it will receive the Scheme Consideration in respect of those Spookfish Shares issued upon exercise of those Spookfish Options.

1.14 IF THE SCHEME IS NOT IMPLEMENTED

If the Scheme is not implemented, Spookfish Shareholders will retain their Spookfish Shares and Spookfish will continue to operate as a standalone entity listed on the ASX. Spookfish Shareholders will not receive the Scheme Consideration.

In this instance, Spookfish will continue to focus on its current business plan and growth strategy. Spookfish Shareholders will therefore remain exposed to the risks of Spookfish, as discussed in Section 6.

1.15 COSTS

If the Scheme is implemented, the costs incurred by Spookfish in relation to the Scheme will effectively be met by EagleView as the ultimate controller of Spookfish following implementation of the Scheme. If the Scheme is not implemented and if no Superior Proposal emerges and becomes effective, Spookfish expects to incur total costs of approximately \$1,450,000.

1.16 AUSTRALIAN TAXATION IMPLICATIONS

A general guide to the taxation implications of the Scheme for certain Spookfish Shareholders is set out in Section 8. This guide is expressed in general terms and is not intended to provide taxation advice in respect of the particular circumstances of any Spookfish Shareholder.

1.17 NO BROKERAGE OR STAMP DUTY

No brokerage or stamp duty will be payable by Scheme Shareholders on the transfer of their Scheme Shares under the Scheme.

1.18 FURTHER INFORMATION FOR SPOOKFISH SHAREHOLDERS

If you have any questions in relation to this Scheme Booklet or the Scheme you should contact the Spookfish Shareholder Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia) between 5.30 am and 2.00 pm (Perth time) on Business Days.

2. Frequently asked questions

This Scheme Booklet contains detailed information regarding the Scheme. This Section provides summary answers to some questions you may have and will assist you to locate further detailed information in this Scheme Booklet. It is not intended to address all relevant issues for Spookfish Shareholders. This Section should be read together with the other parts of this Scheme Booklet.

QUESTION

ANSWER

THE SCHEME AT A GLANCE

Why have I received this Scheme Booklet?

This Scheme Booklet has been sent to you because you are a Spookfish Shareholder and you are being asked to vote on the Scheme. This Scheme Booklet is intended to help you to consider and decide on how to vote on the Scheme at the Scheme Meeting.

What is the Scheme?

The Scheme is a scheme of arrangement under Part 5.1 of the Corporations Act between Spookfish and Scheme Shareholders. The Scheme involves EagleView acquiring all of the Spookfish Shares it does not already own for the Scheme Consideration. On 26 July 2018, Spookfish announced the Scheme to the ASX. A copy of the Scheme is set out in Annexure C.

If the Scheme is implemented:

- Spookfish Shareholders will receive the Scheme Consideration of \$0.09 for each Spookfish Share they own as at the Scheme Record Date; and
- Spookfish will become a Subsidiary of EagleView and will apply to the ASX for termination of official quotation of Spookfish Shares and to have itself removed from the official list of the ASX from the Business Day following the Implementation Date.

Please refer to Section 1 for a summary of the Scheme.

Who is EagleView?

EagleView is the unparalleled provider of aerial imagery, data analytics, property data, and GIS solutions for local and federal government agencies, including assessment, public safety, and GIS, as well as the construction, insurance, solar, and energy infrastructure industries. EagleView provides access to its orthogonal and oblique aerial imagery, 3D models, interior mapping solution, and measurement and analytical tools through proprietary software as well as partner integrations.

EagleView is an unlisted company incorporated in Washington, United States of America and is a Subsidiary of EagleView Parent, an unlisted company incorporated in Delaware, United States of America. EagleView Parent is ultimately owned by the following, being shareholders of Phoenix Topco, Inc: the Vista Funds; Amber Holdings, L.P., a limited partnership affiliated with Clearlake; and five individual investors. As at the date of this Scheme Booklet, the directors of EagleView are James P. Hickey, Adrian R. Alonso, Rishi Daga, Prashant Mehrotra and James Pade.

Please refer to Section 5 for further information in relation to EagleView.

What is a “scheme of arrangement”?

A “scheme of arrangement” is a means of implementing an acquisition of securities under the Corporations Act. It requires a vote in favour of a resolution to implement the scheme of arrangement by the Requisite Majorities at a meeting of shareholders, and also requires Court approval.

What do the Spookfish Directors recommend?

The Spookfish Directors unanimously recommend that Spookfish Shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders.

The reasons for this recommendation, and other matters that you may wish to take into consideration, are set out in the “Reasons to vote in favour of the Scheme” Section on pages 9 to 11.

2. FREQUENTLY ASKED QUESTIONS

QUESTION

ANSWER

What are the intentions of the Spookfish Directors?

Each Spookfish Director intends to cause any Spookfish Shares in which he or she has a Relevant Interest to be voted in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders.

As at the date of this Scheme Booklet, the Relevant Interest of each Spookfish Director in Spookfish Shares (and percentage shareholding based on there being 1,256,142,574 Spookfish Shares on issue) is as follows:

- Jason Marinko: 15,000,000 (1.2%);
- Simon Cope: 52,721,368 (4.2%);
- Shannon Robinson: 1,000,000 (0.1%); and
- Martin Ripple: 446,946 (0.0%).

Please refer to Section 9 for further details of the interests of the Spookfish Directors.

What are the reasons to vote in favour of the Scheme?

The reasons to vote in favour of the Scheme are set out in the “Reasons to vote in favour of the Scheme” Section on pages 9 to 11.

What are the possible reasons not to vote in favour of the Scheme?

The possible reasons not to vote in favour of the Scheme are set out in the “Reasons to vote against the Scheme” Section on page 12.

What is the conclusion of the Independent Expert?

The Spookfish Directors engaged KPMG Corporate Finance as an independent expert to provide a report on the Scheme.

The Independent Expert has concluded the Scheme is fair and reasonable and therefore in the best interests of Spookfish Shareholders in the absence of a superior offer.

A copy of the Independent Expert’s Report, including the reasons for the Independent Expert’s conclusion, is set out in Annexure B. The Spookfish Directors encourage you to read the Independent Expert’s Report in its entirety before making a decision as to whether or not to vote in favour of the Scheme.

What if the Independent Expert changes its opinion?

If the Independent Expert changes its opinion, this will be announced to the ASX and the Spookfish Directors will carefully consider the Independent Expert’s revised opinion and advise you of their recommendation.

What are the prospects of receiving a Superior Proposal?

Since the initial announcement of the Scheme on 26 July 2018 and up to the date of this Scheme Booklet, no Superior Proposal has emerged and the Spookfish Directors are not aware of any Superior Proposal that is likely to emerge.

Spookfish Shareholders should note that Spookfish has agreed to certain exclusivity and break fee provisions in favour of EagleView, which are summarised in Annexure A and contained in clauses 9 and 10 of the Scheme Implementation Agreement.

THE SCHEME CONSIDERATION

What will I receive if the Scheme is implemented?

If the Scheme is implemented, Spookfish Shareholders will receive the Scheme Consideration of \$0.09 for each Spookfish Share. Fractional entitlements to a cent under the Scheme Consideration will be rounded up or down to the nearest cent (rounded up if the fractional entitlement is equal to or greater than one half, and rounded down if the fractional entitlement is less than one half).

When will the Scheme be implemented?

If the Scheme becomes Effective, the Scheme will be implemented on the Implementation Date (being the fifth Business Day after the Scheme Record Date), which is currently expected to be 10 December 2018.

Am I eligible to receive the Scheme Consideration?

If you hold Spookfish Shares on the Scheme Record Date, you will participate in the Scheme and be paid any Scheme Consideration to which you are entitled under, and in accordance with, the terms of the Scheme.

Do I need to sign anything to transfer my Scheme Shares?

No. If the Scheme becomes Effective, Spookfish will automatically have authority to sign a transfer on your behalf, and the Scheme Consideration will be transferred to you.

QUESTION

ANSWER

Am I required to give any assurances by participating in the Scheme?

Under the Scheme, you are deemed to have warranted to EagleView that:

- all your Spookfish Shares (including any rights and entitlements attaching to those shares) will, at the date of transfer of them to EagleView, be fully paid and free from all security interests and from any restrictions on transfer of any kind; and
- you have full power and capacity to sell and to transfer your Spookfish Shares together with any rights and entitlements attaching to such shares to EagleView under the Scheme.

Please refer to Section 7.8 for further information on this warranty.

When will the Scheme Consideration be paid?

If the Scheme becomes Effective, the Scheme Consideration will be paid on the Implementation Date, which is expected to occur on 10 December 2018.

If the Scheme is not approved by the Requisite Majorities of Spookfish Shareholders at the Scheme Meeting or by the Court, the Scheme Consideration will not be paid.

How will I receive the Scheme Consideration?

Section 1.8 describes how the Scheme Consideration will be paid.

What are the tax consequences of the Scheme for me?

Section 8 provides a description of the general tax implications of the Scheme for Australian residents.

You should consult with your own tax adviser regarding the consequences of receiving the Scheme Consideration and disposing of your Spookfish Shares to EagleView in accordance with the Scheme in light of current tax laws and your particular circumstances.

Will I have to pay brokerage fees or stamp duty?

No brokerage or stamp duty will be payable on the disposal of your Spookfish Shares under the Scheme.

How is EagleView funding the Scheme Consideration?

The maximum amount of cash payable by EagleView in connection with the Scheme is approximately \$117,561,300.

For more information about EagleView's funding arrangements please refer to Section 5.

VOTING TO APPROVE THE SCHEME

Am I entitled to vote at the Scheme Meeting?

The time for determining eligibility of registered Spookfish Shareholders to vote at the Scheme Meeting is 4.00 pm (Perth time) on 14 November 2018. Only those Spookfish Shareholders entered on the Spookfish Share Register at that time will be entitled to attend and vote at the Scheme Meeting.

When and where will the Scheme Meeting be held?

The Scheme Meeting will be held at 10.00 am (Perth time) on 16 November 2018 at the Technology Park Function Centre, 2 Brodie Hall Drive, Technology Park, Bentley WA.

What vote is required to approve the Scheme?

For the Scheme to be approved by Spookfish Shareholders, votes in favour of the Scheme must be received from:

- unless the Court orders otherwise, a majority in number (more than 50%) of Spookfish Shareholders present and voting at the Scheme Meeting (either in person, by proxy or attorney or in the case of corporate Spookfish Shareholders, by a duly appointed corporate representative); and
- at least 75% of the total number of votes cast on the Scheme Resolution by Spookfish Shareholders at the Scheme Meeting.

Even if the Scheme is approved by Spookfish Shareholders at the Scheme Meeting, the Scheme is still subject to the approval of the Court.

What choices do I have as a Spookfish Shareholder?

As a Spookfish Shareholder you have the following choices:

- vote in favour of the Scheme at the Scheme Meeting;
- vote against the Scheme at the Scheme Meeting;
- sell your Spookfish Shares on the ASX; or
- do nothing.

Should I vote?

Voting is not compulsory. However, the Spookfish Directors believe that the Scheme is important to all Spookfish Shareholders and the Spookfish Directors unanimously recommend that, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders, you vote in favour of the Scheme at the Scheme Meeting.

2. FREQUENTLY ASKED QUESTIONS

QUESTION

ANSWER

How do I vote?

Please refer to Section 3 for detailed information on how to vote on the Scheme.

What happens if I do not vote, or I vote against the Scheme?

The Scheme may not be approved at the Scheme Meeting by the Requisite Majorities of Spookfish Shareholders. If this occurs, the Scheme will not be implemented, you will not receive the Scheme Consideration and you will remain a Spookfish Shareholder.

However, if the Scheme is approved and implemented, your Spookfish Shares will be transferred to EagleView under the Scheme and you will receive the Scheme Consideration for each Spookfish Share you hold at the Scheme Record Date.

This is so even if you did not vote at all or if you voted against the Scheme.

What happens if the Scheme is not approved at the Scheme Meeting?

If the Scheme is not implemented, Spookfish Shareholders will retain their Spookfish Shares, Spookfish will continue to operate as a standalone entity listed on the ASX and Spookfish Shareholders will not receive the Scheme Consideration. Spookfish will continue to focus on its current business plan and growth strategy. If the Scheme is not implemented and if no Superior Proposal emerges and becomes effective, Spookfish expects to incur total costs of approximately \$1,450,000.

In the instance that the Scheme is not implemented and no Superior Proposal emerges, the trading price of Spookfish Shares is likely to fall in the near-term.

Spookfish Shareholders will remain exposed to the risks of Spookfish, as discussed in Section 6.

What happens if the Scheme is approved at the Scheme Meeting, but is not approved by the Court?

If the Scheme is approved at the Scheme Meeting but is not approved by the Court, the Scheme will not be implemented. Spookfish Shareholders will retain their Spookfish Shares and Spookfish will continue to operate as a standalone entity listed on the ASX. Spookfish Shareholders will not receive the Scheme Consideration if the Scheme is not implemented.

When will the results of the Scheme Meeting be available?

The results of the Scheme Meeting will be declared at the Scheme Meeting and will be announced publicly shortly after the conclusion of the Scheme Meeting.

OTHER

What will happen to the Spookfish Unlisted Securities and Rights?

As contemplated by the Scheme Implementation Agreement, by 5.00 pm on the Business Day immediately prior to the Second Court Date, Spookfish must ensure that arrangements are in place so that there will be no outstanding Spookfish Unlisted Securities and Rights on the Scheme Record Date (and no person has any residual entitlement to Spookfish Shares or Spookfish Options or any other consideration under or arising from certain Spookfish Unlisted Securities and Rights).

Please refer to Section 1.13 for further details about the treatment of Spookfish Unlisted Securities and Rights.

Can I keep my Spookfish Shares?

If the Scheme is implemented, your Spookfish Shares will be transferred to EagleView. This is so even if you did not vote at all or you voted against the Scheme at the Scheme Meeting.

What do I do if I oppose the Scheme?

If you, as a Spookfish Shareholder, oppose the Scheme, you should:

- contact the Spookfish Shareholder Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia) between 5.30 am and 2.00 pm (Perth time) on Business Days and obtain further information;
- attend the Scheme Meeting and vote against the Scheme Resolution; and/or
- if Spookfish Shareholders pass the Scheme Resolution at the Scheme Meeting and you wish to appear at the Second Court Hearing and oppose the approval of the Scheme at the Second Court Hearing, file with the Court and serve on Spookfish a notice of appearance, in the prescribed form, together with any affidavit on which you wish to rely at the hearing. Please see the “Important notices” section for further details under the heading “Notice of Second Court Hearing and if a Spookfish Shareholder wishes to oppose the Scheme” on page 3.

Can I sell my Spookfish Shares now?

You can sell your Spookfish Shares on market at any time before close of trading on the ASX on the Effective Date. However, if you do so you will receive the prevailing on-market price set at the time of sale, which may not be the same price as the Scheme Consideration, and you may be required to pay brokerage.

Spookfish intends to apply to the ASX for Spookfish Shares to be suspended from official quotation on the ASX from close of trading on the Effective Date. You will not be able to sell your Spookfish Shares on market after this time.

QUESTION	ANSWER
Are any other approvals required?	The Scheme must be approved by the Court in addition to being approved by the Requisite Majorities of Spookfish Shareholders. If the Scheme is approved by the Requisite Majorities of Spookfish Shareholders at the Scheme Meeting, Spookfish will apply to the Court for approval of the Scheme. The Court hearing for approval of the Scheme is expected to be held on 23 November 2018 (although this may change).
Is the Scheme subject to any Conditions?	<p>The implementation of the Scheme is subject to a number of conditions. The Conditions are summarised in Annexure A and set out in full in clause 3.1 of the Scheme Implementation Agreement.</p> <p>As at the date of this Scheme Booklet, the outstanding Conditions (which must be satisfied or waived, as applicable) include:</p> <ul style="list-style-type: none"> • FIRB approval being obtained by the Scheme Meeting (Annexure A contains further details regarding what constitutes such approval); • the Scheme Resolution being passed at the Scheme Meeting; and • the Scheme being approved by the Court at the Second Court Hearing.
Under what scenarios can Spookfish or EagleView terminate the transaction?	The transaction can be terminated by Spookfish or EagleView in certain circumstances, which are summarised in Annexure A and set out in full in clause 14 of the Scheme Implementation Agreement.
What happens if a Superior Proposal emerges?	<p>If a Superior Proposal emerges, this will be announced to the ASX and the Spookfish Directors will carefully reconsider the Scheme and advise you of their recommendation.</p> <p>Under the Scheme Implementation Agreement, Spookfish has granted EagleView notification and matching rights, which are summarised in Annexure A and set out in full in clauses 9.5 and 9.6 of the Scheme Implementation Agreement.</p>
What happens if Spookfish is approached in relation to a Competing Proposal?	<p>If Spookfish is approached in relation to a Competing Proposal, the Spookfish Directors will carefully consider the proposal having regards to Spookfish's obligations under the Scheme Implementation Agreement and advise you of their recommendation.</p> <p>Spookfish must notify EagleView of any approach in connection with a Competing Proposal in accordance with the Scheme Implementation Agreement.</p>
Is there a reimbursement or break fee payable by Spookfish?	Yes, a break fee of \$1,327,500 is payable by Spookfish to EagleView in certain circumstances, which are summarised in Annexure A and set out in full in clause 10 of the Scheme Implementation Agreement.
Is there a reimbursement or break fee payable by EagleView?	Yes, a break fee of \$1,327,500 is payable by EagleView to Spookfish in certain circumstances, which are summarised in Annexure A and set out in full in clause 10 of the Scheme Implementation Agreement.
When will Spookfish Shares cease trading on the ASX?	Provided the Scheme becomes Effective, suspension of trading in Spookfish Shares on the ASX is expected to occur from close of trading on the Effective Date. This is expected to occur on 26 November 2018.
What are the potential risks associated with Spookfish if the Scheme is not implemented?	If the Scheme is not implemented, the risks outlined in Section 6 will continue to be relevant to the future operating and financial performance of Spookfish and the value of Spookfish Shares.
What if I have other questions?	<p>If you have any questions in relation to this Scheme Booklet or the Scheme you should contact the Spookfish Shareholder Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia) between 5.30 am and 2.00 pm (Perth time) on Business Days.</p> <p>For information about your individual financial or taxation consequences, please consult your legal, financial or other professional adviser.</p>

3. How to vote

3.1 SCHEME MEETING

The Scheme Meeting to approve the Scheme is scheduled to be held at the Technology Park Function Centre, 2 Brodie Hall Drive, Technology Park, Bentley WA on 16 November 2018 at 10.00 am (Perth time).

If the Scheme is not approved by the Requisite Majorities of Spookfish Shareholders at the Scheme Meeting, the Scheme will not be implemented.

The Scheme must be approved by:

- a. unless the Court orders otherwise, a majority in number (more than 50%) of Spookfish Shareholders present and voting at the Scheme Meeting (either in person, by proxy or attorney or in the case of corporate Spookfish Shareholders, by a duly appointed corporate representative); and
- b. at least 75% of the total number of votes cast on the Scheme Resolution by Spookfish Shareholders at the Scheme Meeting.

EagleView will not be voting on the Scheme alongside other Spookfish Shareholders.

3.2 ENTITLEMENT TO VOTE

If you are registered as a Spookfish Shareholder as at 4.00 pm (Perth time) on 14 November 2018, you will be entitled to vote on the Scheme Resolution at the Scheme Meeting.

3.3 JOINT HOLDERS

In the case of Spookfish Shares held by joint holders, only one of the joint holders is entitled to vote. If more than one Spookfish Shareholder votes in respect of jointly held Spookfish Shares, the vote of the senior who tenders a vote must be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority is determined by the order in which the names stand in the Spookfish Share Register.

3.4 HOW TO VOTE

Spookfish Shareholders can vote at the Scheme Meeting by doing one of the following:

a. Vote in person

If you wish to vote in person, you must attend the Scheme Meeting.

b. Vote by proxy

You can appoint a proxy by completing and returning the enclosed Proxy Form for the Scheme Meeting to the Share Registry. The Proxy Form must be received by the Share Registry (as indicated on the Proxy Form you receive) by no later than 10.00 am (Perth time) on 14 November 2018.

You must return the Proxy Form to the Share Registry by lodging, sending, delivering or faxing it as follows:

Online: <http://www.investorvote.com.au>

Mail to: Computershare Investor Services Pty Limited
GPO Box 242 Melbourne
Victoria 3001 Australia

Fax to: 1800 783 447 (within Australia)
+61 3 9473 2555 (outside Australia)

Custodians: For Intermediary Online subscribers only (custodians) please visit <http://www.intermediaryonline.com> to submit your voting intentions

A Spookfish Shareholder who wishes to submit a proxy has the right to appoint a proxy (who need not be a Spookfish Shareholder) to represent them at the Scheme Meeting by inserting the name of their chosen proxy in the space provided for that purpose on the Proxy Form.

If:

- i. a Spookfish Shareholder nominates the chairperson of the Scheme Meeting as the Spookfish Shareholder's proxy; or
- ii. a proxy appointment is signed by a Spookfish Shareholder but does not name the proxy or proxies in whose favour it is given or otherwise under a default appointment according to the terms of the Proxy Form,

the chairperson of the Scheme Meeting will act as proxy under the appointment.

Proxy appointments in favour of the chairperson of the Scheme Meeting which do not contain a direction will be voted in favour of the Scheme Resolution at the Scheme Meeting.

A Spookfish Shareholder entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half the votes. The Spookfish Shares represented by proxy will be voted for or against or withheld from voting in accordance with the instructions of the Spookfish Shareholder on any ballot that may be called for, and if the Spookfish Shareholder specifies a choice with respect to any matter to be acted upon, the Spookfish Shares will be voted accordingly.

A Spookfish Shareholder who has deposited a Proxy Form may revoke it prior to its use, by instrument in writing executed by the Spookfish Shareholder or by their attorney duly authorised in writing or, if the Spookfish Shareholder is a company, executed by a duly authorised officer or attorney in compliance with applicable law and deposited at the Share Registry by 10.00 am (Perth time) on 16 November 2018 or with the chairperson of the Scheme Meeting on the day of, and prior to the start of, the Scheme Meeting. A Spookfish Shareholder may also revoke a proxy in any other manner permitted by law.

c. Vote by corporate representative (if you are a corporate Spookfish Shareholder)

To vote in person at the Scheme Meeting a Spookfish Shareholder or proxy which is a body corporate may appoint an individual to act as its representative at the Scheme Meeting and exercise any of the powers the body corporate may exercise at the Scheme Meeting.

The authorised corporate representative will be admitted to the Scheme Meeting upon providing, at the point of entry to the Scheme Meeting, the appropriate "Certificate of Appointment of Corporate Representative" (which can be obtained by following the instructions on the Proxy Form).

The chairperson of the meeting may permit a person claiming to be a representative to exercise the body's powers even if they have not produced satisfactory written evidence of their appointment.

d. Vote by attorney

Spookfish Shareholders wishing to vote by attorney at the Scheme Meeting must, if they have not already presented an appropriate power of attorney to Spookfish, deliver to the Share Registry (at the address or fax number provided above) the original instrument appointing the attorney or a certified copy of it by 10.00 am (Perth time) on 14 November 2018.

Any power of attorney granted by a Spookfish Shareholder will, as between Spookfish and that Spookfish Shareholder, continue in force and may be acted on, unless express notice in writing of its revocation or the death of the relevant Spookfish Shareholder has been lodged with Spookfish or the Share Registry prior to the start of the Scheme Meeting.

You will be counted as being present at the Scheme Meeting if you vote in any of the ways outlined above.

The notice convening the Scheme Meeting is contained in Annexure E. A Proxy Form for the Scheme Meeting is enclosed with this Scheme Booklet.

4. Information on Spookfish

4.1 INTRODUCTION TO SPOOKFISH

Spookfish is a geospatial imagery company, which offers its customers subscription based access to high quality geospatial imagery and textured three dimensional models. Spookfish also provides on-demand custom capture capability to its customers, which is captured using Spookfish's proprietary camera system. Spookfish is headquartered in Perth and has approximately 46 staff and 2 contractors.

Spookfish, formerly known as Whitestar Resources Limited, was incorporated on 18 January 2007 and listed on the ASX on 19 April 2007.

On 17 July 2014, Spookfish acquired an option to acquire all of the share capital of Spookfish Innovations Pty Ltd (then Spookfish Pty Ltd) and subsequently acquired an option to acquire all of the share capital of Geospatial Investments Pty Ltd. These options were exercised on 29 October 2014 and Spookfish acquired Spookfish Innovations Pty Ltd and Geospatial Investments Pty Ltd on 3 February 2015.

During the course of 2017, Spookfish received its first revenues from the sale of aerial imagery data. Spookfish reported revenue of approximately \$13 million for the financial year ended 31 December 2017 and a net loss of approximately \$11 million in that period.

Further information on Spookfish can be obtained from Spookfish's website at <http://www.spookfish.com>.

4.2 OVERVIEW OF OPERATIONS

Spookfish receives operating revenue from two sources: the development and manufacture of aerial image capture systems and the sale of data subscriptions.

a. Development and manufacture of capture systems

On 17 May, 2016, Spookfish announced that Spookfish, EagleView and Spookfish Global Operations Pty Limited had entered into the Development, License and Royalty Agreement.

Under that agreement, EagleView was granted an exclusive, long-term licence to operate Spookfish's capture system and the rights to market, promote, sell and distribute output products in North America. In exchange, EagleView agreed to pay Spookfish a royalty fee per square mile as well as a share of revenues earned from the operation of the Spookfish capture system. The Development, License and Royalty Agreement also includes provisions to expand the rollout of Spookfish's capture system into other geographies.

On 10 July 2017, Spookfish announced that EagleView had placed its first purchase order under the Development, License and Royalty Agreement. On 9 January 2018, Spookfish announced that EagleView had placed its second purchase order under that agreement. Spookfish announced that EagleView had placed its third purchase order on 31 August 2018.

As part of the arrangements announced by Spookfish on 26 July 2018, EagleView paid \$5,000,000 to Spookfish as a prepayment for, and to set off, any royalties payable by EagleView to Spookfish in accordance with the Development, License and Royalty Agreement. Following the receipt of this \$5,000,000 prepayment, Spookfish now believes it is unlikely to receive further royalty payments from EagleView for the remainder of calendar year 2018 or during calendar year 2019. Further details of the arrangements between Spookfish and EagleView are set out in Section 9.5.

b. Sales of data subscriptions

Spookfish provides geospatial imagery to its customers via its SiteView, OrthoConnect and OrthoFlex products, as well as through a custom imagery capture on demand service.

SiteView is a subscription based product that provides access to detailed aerial imagery via a web interface, and OrthoConnect and OrthoFlex allow for the integration of aerial imagery into Geographic Information System and Computer Aided Design applications.

Spookfish has completed capture programs over Perth, Adelaide, Melbourne and Canberra and has commenced capture in Brisbane and Sydney. Spookfish has also captured significant areas in non-metropolitan regions across Western Australia, Victoria, South Australia and New South Wales.

As at the date of this Scheme Booklet, approximately 60% of the contracted users of Spookfish's imagery and products are in the government sector with customers including Main Roads Western Australia, WA Police, NSW Spatial Services and various city councils whilst early corporate sector adopters include various large civil engineering and land development firms.

In addition to revenue derived from the development and manufacture of capture systems and the sales of data subscriptions, Spookfish has received cash rebates of approximately \$5 million from the Australian Taxation Office under the Commonwealth Government's Research and Development Tax Incentive program since July 2015.

4.3 SPOOKFISH BOARD AND SENIOR MANAGEMENT

a. Spookfish Board

As at the date of this Scheme Booklet, the Spookfish Board comprises:

Name	Position
Jason Marinko	Chairman
Simon Cope	Executive Director
Shannon Robinson	Non-Executive Director
Martin Ripple	Non-Executive Director

Shannon Robinson and Ian Magee hold the position of joint Company Secretary.

b. Key management personnel

As at the date of this Scheme Booklet, the key management personnel of Spookfish comprises:

Name	Position
Michael von Bertouch	Head of Strategic Development
Guy Perkins	Director of National Business Development
Jason Waller	Chief Executive Officer

4.4 SPOOKFISH'S SECURITIES AND CAPITAL STRUCTURE

a. Spookfish Shares on issue

As at the Last Practicable Date, Spookfish had 1,256,142,574 Spookfish Shares on issue.

b. Spookfish Performance Rights on issue

As at the Last Practicable Date, Spookfish had 10,851,300 unlisted Spookfish Performance Rights on issue. On vesting, each Spookfish Performance Right will entitle its holder to be issued with one Spookfish Share.

In addition, in May 2018, Spookfish agreed to issue a total of 576,293 Spookfish Performance Rights to Jason Marinko, Simon Cope and Shannon Robinson in recognition of their contribution to Spookfish. These Spookfish Performance Rights constitute the Unissued Convertible Securities and have not yet been issued. Spookfish does not intend to issue those Spookfish Performance Rights. In order for Spookfish to satisfy its contractual obligations, in lieu of issuing those Spookfish Performance Rights, and with EagleView's consent, Spookfish agreed with each of Jason Marinko, Simon Cope and Shannon Robinson that, subject to the Scheme becoming Effective, it would pay to each person \$0.09 per Spookfish Performance Right that person would have otherwise been entitled to. This amount is equivalent to the amount each would have received as Scheme Consideration had each been issued that number of Spookfish Performance Rights to which each was otherwise entitled and those Spookfish Performance Rights had vested into Spookfish Shares prior to the Scheme Record Date. Accordingly, Spookfish intends to make a payment of \$20,906 to Jason Marinko, \$23,148 to Simon Cope and \$7,813 to Shannon Robinson on the Implementation Date.

Additional details regarding the treatment of Spookfish Performance Rights if the Scheme is implemented are set out in Section 1.13.

c. Spookfish Options on issue

As at the Last Practicable Date, Spookfish had 235,763,256 unlisted Spookfish Options on issue. On exercise, each Spookfish Option will entitle its holder to be issued with one Spookfish Share.

Expiry date	Exercise price	Beneficial holder	Number
10 August 2021	\$0.09	EagleView	52,655,569
10 August 2021	\$0.12	EagleView	54,261,260
28 February 2020	\$0.06	EagleView	42,800,000
30 November 2018	\$0.05	Various	46,546,427
2 February 2019	\$0.025	Shannon Robinson	2,000,000
21 June 2021	\$0.04	Jason Marinko	12,500,000
20 July 2023	\$0.055	Kaizen Capital	5,000,000
3 August 2022	\$0.10	Jason Waller	20,000,000
Total			235,763,256

Additional details regarding the Spookfish Options, including the treatment of Spookfish Options if the Scheme is implemented, are set out in Section 1.13.

4. INFORMATION ON SPOOKFISH

d. Substantial shareholders

Based on publicly available information, as at the Last Practicable Date, Spookfish had received notifications from the following substantial shareholders in accordance with section 671B of the Corporations Act:

Name	Number of Spookfish Shares	Percentage of total Spookfish Shares
Hoperidge Enterprises Pty Ltd	249,863,357	19.89%
Eagle View Technologies, Inc.	130,712,250	10.41%

4.5 RECENT SPOOKFISH SHARE PRICE PERFORMANCE

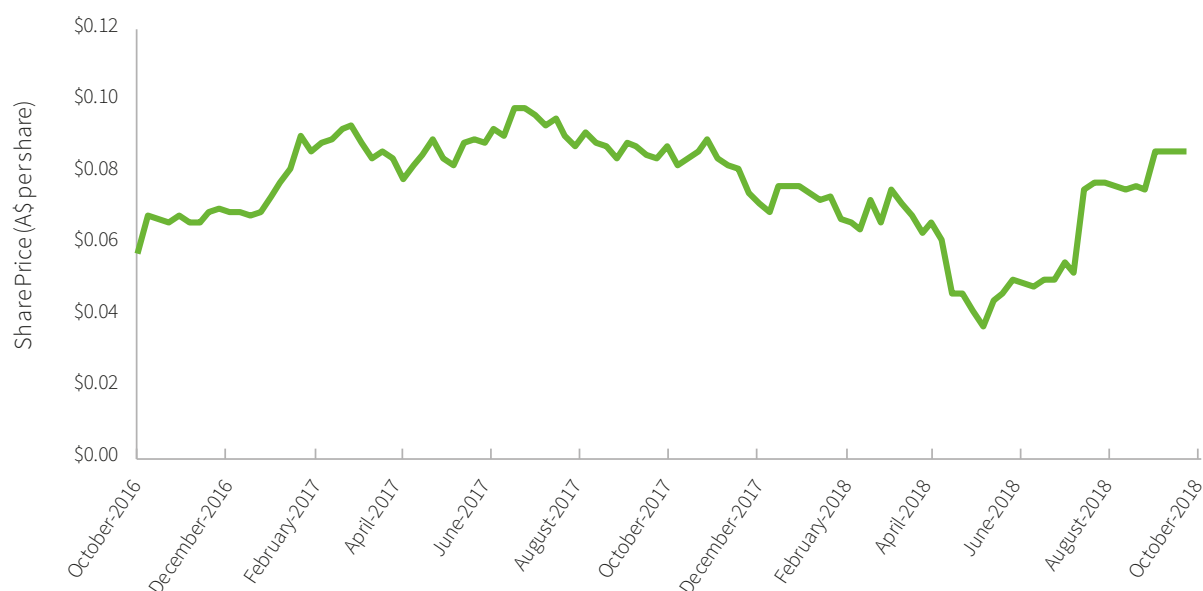
The Spookfish Shares are listed on the ASX under the trading symbol "SFI".

The closing price of Spookfish Shares on the ASX on 25 July 2018 (i.e. the last trading day prior to the announcement of the Scheme) was \$0.051. The closing price of Spookfish Shares on the ASX on the Last Practicable Date was \$0.086.

During the three months ending on the Last Practicable Date:

- the highest recorded daily closing price of Spookfish Shares was \$0.087 on 20 September 2018 (amongst other dates); and
- the lowest recorded daily closing price of Spookfish Shares on the ASX was \$0.05 on 23 July 2018.

The chart below shows Spookfish's share price performance over the 24 months to the Last Practicable Date.



The current price of Spookfish Shares on the ASX can be obtained from the ASX's website (<http://www.asx.com.au>) or <http://www.spookfish.com/investors/asx-price-performance>.

4.6 FINANCIAL INFORMATION

This Section contains financial information relating to Spookfish for the financial years ended 31 December 2017 and 31 December 2016, which has been audited by RSM, and interim financial information for the six months ended 30 June 2018, which has been reviewed by RSM.

The financial information in this Section is a summary only and has been prepared and extracted for the purposes of this Scheme Booklet only.

Further detail about Spookfish's financial performance can be found in the financial statements for the half year ended 30 June 2018, as announced to the ASX on 30 August 2018 and which can be found on the Spookfish website at <http://www.spookfish.com>.

a. Basis of preparation

The historical financial information of Spookfish presented is in an abbreviated form and does not contain all the disclosures, presentation, statements or comparatives that are usually provided in an annual report prepared in accordance with the Corporations Act. Spookfish considers that, for the purposes of this Scheme Booklet, the historical financial information presented is more meaningful to Spookfish Shareholders. The historical financial information of Spookfish has been prepared in accordance with the recognition and measurement principles contained in the Australian Accounting Standards. The historical financial information in this Scheme Booklet is presented on a standalone basis and accordingly does not reflect any impact of the Scheme.

b. Consolidated Statement of Profit or Loss and Other Comprehensive Income

The following table presents the historical consolidated statement of profit or loss and other comprehensive income for the six months ended 30 June 2018, and for the financial years ended to 31 December 2017 and 31 December 2016.

	1H 2018 \$'000	FY2017 \$'000	FY2016 \$'000
REVENUES			
Development & Production of capture systems	1,194,029	13,062,758	2,319,564
Data sales	154,135	33,786	-
Interest revenue	33,562	125,186	119,263
R&D incentive	2,698,048	-	2,439,725
Other	-	189,170	(23,441)
TOTAL	4,079,774	13,410,900	4,855,111
COSTS OF SALES			
Development & Production of capture systems	1,194,161	13,058,685	2,319,564
Net Income	2,885,613	352,215	2,535,547
EXPENSES			
Employee benefit expenses	3,319,477	4,840,786	3,451,055
Share based payments	372,917	1,046,017	2,366,043
Depreciation & amortisation	1,530,718	902,381	480,027
Technology development & operating expenses	1,534,122	3,370,867	2,971,922
Advertising & marketing	128,233	214,327	185,700
Travel expenses	188,641	171,470	156,610
Occupancy expenses	136,828	268,126	204,513
Corporate & other	198,707	370,117	388,573
Finance costs – convertible notes	-	-	385,888
TOTAL	7,409,643	11,184,091	10,590,331
Loss before tax	(4,524,030)	(10,831,876)	(8,054,784)
Tax	-	-	-
Loss for period	(4,524,030)	(10,831,876)	(8,054,784)
Other comprehensive income	-	-	-
Total comprehensive loss	(4,524,030)	(10,831,876)	(8,054,784)

4. INFORMATION ON SPOOKFISH

c. Consolidated Statement of Financial Position

The following table presents the historical consolidated statement of financial position as at 30 June 2018, 31 December 2018 and 31 December 2017.

	1H 2018 \$'000	FY2017 \$'000	FY2016 \$'000
CURRENT ASSETS			
Cash	5,251,418	5,881,142	6,788,249
Trade & other receivables	2,167,505	1,658,742	421,434
WIP – Capture systems	13,663,878	-	-
TOTAL	21,082,801	7,539,884	7,209,683
NON-CURRENT ASSETS			
Plant & equipment	3,860,096	2,927,866	1,528,664
Intangible assets	5,776,840	6,496,840	6,496,840
Other assets	604,132	554,132	530,799
TOTAL	10,241,068	9,978,838	8,556,303
TOTAL ASSETS	31,323,869	17,518,722	15,765,986
CURRENT LIABILITIES			
Trade & other payables	2,552,454	2,457,608	676,568
Deferred revenue	16,781,342	124,893	-
Borrowings	-	-	6,002,735
Provisions	480,368	316,327	196,785
TOTAL LIABILITIES	19,814,164	2,898,828	6,876,088
NET ASSETS	11,509,705	14,619,894	8,889,898
EQUITY			
Issued capital	53,415,985	53,415,985	37,514,242
Reserves	6,143,811	5,733,789	4,687,772
Other equity	-	-	385,888
Accumulated losses	(48,050,091)	(44,529,880)	(33,698,004)
TOTAL EQUITY	11,509,705	14,619,894	8,889,898

d. Consolidated Statement of Cash Flows

The following table presents the historical consolidated statement of cash flows for the six months ended 30 June 2018, and for the financial years ended to 31 December 2017 and 31 December 2016.

	1H 2018 \$'000	FY2017 \$'000	FY2016 \$'000
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	11,091,166	12,047,822	2,097,287
Payments to suppliers & employees	(12,902,225)	(20,457,490)	(9,667,191)
Receipts from interest received	33,562	125,264	131,655
Receipts from government grants & rebates	2,698,048	92,385	2,416,284
Net cash from/(used in) operating activities	920,551	(8,192,019)	(5,021,965)
CASH FLOWS FROM INVESTING ACTIVITIES			
Proceeds from disposal of plant & equipment	-	96,707	-
Purchase of plant & equipment	(1,500,275)	(2,301,583)	(1,447,725)
Payment of security deposits	(50,000)	(23,332)	-
Net cash from/(used in) investing activities	(1,550,275)	(2,228,208)	(1,447,725)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from issue of shares	-	9,300,000	-
Proceeds from exercise of share options	-	642,714	679,107
Proceeds from issue of convertible notes	-	-	6,002,735
Share issue expenses	-	(429,594)	(118,028)
Net cash from/(used in) financing activities	-	9,513,120	6,563,814
Net increase/(decrease) in cash holdings	(629,724)	(907,107)	94,124
Cash at beginning of period	5,881,142	6,788,249	6,694,125
Cash at end of period	5,251,418	5,881,142	6,788,249

4.7 NO MATERIAL CHANGES IN SPOOKFISH'S FINANCIAL POSITION

To the knowledge of the Spookfish Directors, other than the accumulation of earnings in the ordinary course of business and as otherwise disclosed in this Scheme Booklet or as otherwise disclosed to the ASX by Spookfish, the financial position of Spookfish has not changed materially since 30 June 2018, being the date of the last balance sheet prepared before this Scheme Booklet was sent to Spookfish Shareholders in accordance with the Corporations Act.

4.8 INTENTION REGARDING THE CONTINUATION OF SPOOKFISH'S BUSINESS

The Corporations Regulations require a statement by the Spookfish Directors of their intentions regarding Spookfish's business. If the Scheme is implemented, the current Spookfish Directors will resign and an alternate board will be determined by EagleView. It is for the reconstituted Spookfish Board to determine its intentions as to:

- the continuation of the business of Spookfish;
- any major changes, if any, to be made to the business of Spookfish, including any redeployment of fixed assets of Spookfish; and
- the future employment of the present employees of Spookfish.

If the Scheme is implemented, EagleView will have 100% ownership and control of Spookfish. The current intentions of EagleView with respect to these matters are set out in Section 5.

In the event that the Scheme is not implemented, the Spookfish Directors intend to continue to operate in the ordinary course of business and for Spookfish to remain listed on the ASX.

4.9 SPOOKFISH RISK FACTORS

Risk factors relating to Spookfish and its business are discussed in Section 6.

4.10 PUBLIC INFORMATION AVAILABLE FOR INSPECTION

As an ASX listed company and a “disclosing entity” under the Corporations Act, Spookfish is subject to regular reporting and disclosure obligations. Among other things, these obligations require Spookfish to announce price sensitive information to the ASX as soon as Spookfish becomes aware of information, subject to some exceptions. Spookfish’s most recent announcements are available from its website at <http://www.spookfish.com/investors>. Further announcements concerning Spookfish will continue to be made available on this website after the date of this Scheme Booklet.

Pursuant to the Corporations Act, Spookfish is required to prepare and lodge with ASIC and the ASX both annual and half-yearly financial statements accompanied by a statement and report from the Spookfish Directors and an audit or review report respectively.

Copies of the documents filed with the ASX may be obtained from the ASX’s website at <http://www.asx.com.au> and Spookfish’s website at <http://www.spookfish.com>. Copies of the documents lodged with ASIC in relation to Spookfish may be obtained from, or inspected at, an ASIC office. Copies of these documents will also be made available free of charge following a request in writing to Spookfish at any time before the Second Court Hearing.

5. Information on EagleView

The information contained in this Section 5 has been prepared by EagleView. The information concerning the EagleView Group, of which EagleView and Pictometry International Corporation are the main operating entities, and the intentions, views and opinions contained in this Section 5 have been prepared by, and is the responsibility of, EagleView. Neither Spookfish, or its Related Bodies Corporate, nor any of their directors, officers, employees and advisers, assume any responsibility for the accuracy or completeness of this information, except to the extent that Spookfish provided EagleView with information for the purpose of EagleView preparing information on the merged entity following implementation of the Scheme.

The intentions of EagleView have been formed on the basis of information concerning Spookfish which is known to EagleView, the general business environment and the circumstances affecting the business of Spookfish as at the date of this Scheme Booklet.

5.1 OVERVIEW OF THE EAGLEVIEW GROUP

CORPORATE OVERVIEW

The EagleView Group is comprised of EagleView Parent, an unlisted company incorporated in Delaware, United States of America and its Subsidiaries, including EagleView, an unlisted company incorporated in Washington, United States of America. EagleView Parent is the sole shareholder of EagleView.

Founded in 2000, EagleView is the unparalleled provider of aerial imagery, data analytics, property data, and GIS solutions for local and federal government agencies, including assessment, public safety, and GIS, as well as the construction, insurance, solar, and energy infrastructure industries.

By using patented image capture techniques, 3D aerial measurement software and machine learning processes, EagleView enables its customers to reduce field visits and adopt faster, safer and more cost-effective workflows.

EagleView offers the following products:

- EagleView Premium Report – a solution that provides high-resolution aerial images of roof and wall measurement;
- EagleView Construct – a cloud-based solution that provides the ability to combine accurate measurements with real-time and custom pricing to create precise bills of materials; and
- EagleView mobile apps for Android and iOS phones and tablets to place orders, view reports and report details, and check the status of pending orders and others.

EagleView services construction, insurance, real estate and financial, architecture and engineering, solar, GIS professionals, assessment, public safety, federal agencies, oil and gas utilities, and electric utilities industries worldwide.

EagleView has approximately 600 employees and its two main offices are in Bothell, Washington, United States of America and Rochester, New York, United States of America.

Further information on EagleView can be obtained from EagleView's website at <http://www.eagleview.com>.

OVERVIEW OF OPERATIONS

EagleView has four main business segments as follows:

i. Government:

- Assessment – offering solutions to provide fair and equitable property assessments;
- Public safety – allowing law enforcement precincts, fire departments, emergency management departments, and other public safety agencies to use pictometry oblique imagery to train, plan for, and mitigate incidents;
- GIS – providing visual intelligence for geographic information system mapping professionals;
- Planning – using Pictometry imagery to help planning and zoning, public works, utilities and school districts make accurate and efficient decisions; and
- Federal agencies – using geospatial imagery and intelligence to assist the government in base and facility management, disaster response and recovery, environment monitoring, planning and development for civil engineering projects, and matters pertaining to national security.

ii. Roofing:

- Residential contractors – providing property measurement reports to allow residential roofing contractors to increase sales closing rates, improve production planning, and increase profitability through time savings and more precise material ordering;
- Commercial contractors – using the visual intelligence of EagleView's Pictometry imagery to allow for an efficient and accurate inspection and assessment; and
- Storm response – utilising roof measurement reports to allow for the automation of roof measurement and inspection processes.

iii. Energy:

- Solar – ensuring accurate solar photovoltaic designs;
- Oil and gas utilities – delivering data and intelligence to support integrity management programs for the oil and gas industry; and
- Electric utilities – providing aerial imagery data for identifying encroachments.

iv. Insurance claims – providing comprehensive property image solutions for the claims departments of major property and casualty insurance carriers.

OWNERSHIP

As stated above, EagleView is owned by EagleView Parent. EagleView Parent is ultimately owned by the following, being the shareholders of Phoenix Topco, Inc.:

- funds managed or advised by Vista Equity Partners, including Vista Equity Associates V, LLC, VEPF V FAF, L.P., Vista Equity Partners Fund V Executive, L.P., Vista Equity Partners Fund V, L.P., Vista Equity Partners Fund V-A, L.P., Vista Equity Partners Fund V-B, L.P. (together the **Vista Funds**). Additional information regarding Vista Equity Partners is set out in Section 5.3;
- Amber Holdings, L.P., a limited partnership affiliated with Clearlake. Additional information regarding Clearlake is set out in Section 5.4; and
- five individual investors.

A number of investors also hold preferred shares in Phoenix Topco, Inc., which shares are non-participating, do not carry general voting rights and do not carry with them any director appointment rights.

5.2 EAGLEVIEW DIRECTORS

As at the date of this Scheme Booklet, the directors of EagleView are as follows:

a. James P. Hickey

James P. Hickey is a Principal at Vista Equity Partners. He brings over 10 years of experience in the private equity space and is the Co-Head of Vista Equity Partners' Chicago, Illinois, United States of America office. Mr. Hickey has extensive experience in the software and technology sector having spent 14 years heading up the technology investment banking practice at William Blair & Company and 11 years as a Technology Equity Research Analyst. Mr. Hickey received a B.A. in Economics from Williams College, with honors and an M.B.A. from the Graduate School of Business, University of Chicago. Mr. Hickey is a Chartered Financial Analyst.

b. Adrian R. Alonso

Adrian Alonso is a Senior Vice President at Vista Equity Partners. He brings over 8 years of experience in the private equity space and is based in Vista Equity Partners' Austin, Texas, United States of America office. Mr. Alonso has extensive experience in the software and technology sector. Mr. Alonso sits on the boards of Advanced and Superion, portfolio companies of funds associated with Vista Private Equity Partners. Prior to joining Vista Private Equity Partners, Mr. Alonso worked in the Technology, Media and Telecommunications group of Goldman, Sachs & Co. Mr. Alonso received his B.S. in Business Administration from the University of Southern California.

c. Rishi Daga

Rishi Daga is the Chief Executive Officer of EagleView. In his role as the leader of EagleView, Mr. Daga is responsible for driving global growth, operations, strategy, and culture. Mr. Daga previously served as the President of EagleView and before that, the Executive Vice President of Commercial Sales. Mr. Daga has more than 20 years of experience in the technology industry. Prior to joining EagleView, he held multiple senior executive positions across companies in the United States of America and Asia, including Webhelp, HyperQuality, and Reliance Industries. Mr. Daga received his MBA from IIT, Stuart School of Business.

d. Prashant Mehrotra

Prashant Mehrotra is a Partner at Clearlake. Mr. Mehrotra joined Clearlake in 2010. Prior to joining Clearlake, Mr. Mehrotra served as a Principal of Silver Lake Partners, where he focused on investments in technology and technology enabled industries. Mr. Mehrotra served as a Principal of Tennenbaum Capital Partners, LLC, where he focused on complex transactions in the technology sector, including carve-out acquisitions and hybrid investments across the capital structure. Mr. Mehrotra received a B.S. degree and an M.S. degree in Industrial Engineering from Stanford University and also holds an M.B.A. from the Kellogg School of Management at Northwestern University.

e. James Pade

James Pade is a Principal at Clearlake. Prior to joining Clearlake, Mr. Pade was an investment professional at TowerBrook Capital Partners, where he focused on leveraged buyouts and distressed debt investments. Before that, Mr. Pade was an investment banker at Credit Suisse. Mr. Pade earned his B.A. in Economics, with Honors in Science, Technology & Society from Stanford University.

5.3 OVERVIEW OF VISTA EQUITY PARTNERS AND THE VISTA FUNDS

Vista Equity Partners is a leading private equity firm that invests globally in software and technology-enabled businesses. As at the date of this Scheme Booklet, funds advised by Vista Equity Partners have cumulative capital commitments in excess of US\$31 billion.

Together with its operational arm, Vista Consulting Group, Vista Equity Partners has over 280 employees, of which over 185 are considered investment and operating professionals who manage a series of private equity funds (including the Vista Funds), credit funds, and a public equity market fund.

Further information on Vista Equity Partners can be obtained from Vista Equity Partners' website at <http://www.vistaequitypartners.com>.

5.4 OVERVIEW OF CLEARLAKE CAPITAL GROUP AND CLEARLAKE FUNDS

Clearlake is a leading private investment firm focused on private equity and special situation transactions. Clearlake was founded in 2006 and is based in Santa Monica, California, United States of America.

Its primary target sectors include software and technology-enabled services, energy and industrials and consumer. Clearlake has managed over US\$7 billion of institutional capital since inception and its senior investment principals have led or co-led over 100 investments as at the date of this Scheme Booklet.

Further information on Clearlake can be obtained from Clearlake's website at <http://www.clearlake.com>.

5.5 RATIONALE FOR THE PROPOSED ACQUISITION OF SPOOKFISH

The Scheme follows an initial investment in Spookfish by EagleView in May 2016. Spookfish and EagleView have undertaken more than two years of joint development work which has optimised Spookfish's image capture technology. Implementation of the Scheme will give EagleView the further opportunity to establish a presence in the Australian market and increase value in existing market segments.

The Scheme will provide Spookfish with the best opportunity to achieve the full market potential of the innovative capture system that it invented. Further, the Scheme will also allow Spookfish Shareholders to maximise the value of their holdings and realise their investment at a significant premium to the current market value of their shares.

5.6 EAGLEVIEW'S INTENTIONS IF THE SCHEME IS IMPLEMENTED

This section sets out the intentions of EagleView in relation to the continuation of the business of Spookfish, any major changes to the business of Spookfish including any redeployment of the fixed assets of Spookfish and the future employment of the present employees of Spookfish, assuming EagleView acquires the remaining Spookfish Shares it does not already own as a result of implementation of the Scheme.

These statements of intention are based on information concerning Spookfish, the circumstances affecting the business of Spookfish and the general business environment which is known to EagleView at the date of this Scheme Booklet. In addition to publicly available information, certain other information has been made available to EagleView and its advisers by Spookfish. However, EagleView does not currently have knowledge of all information that is necessary to determine all the operational, commercial, taxation and financial implications of its current intentions. Following implementation of the Scheme, EagleView will conduct a general review of its business, including Spookfish. Final decisions on these matters will only be made after that review and in light of all relevant information and circumstances at the relevant time if the Scheme is implemented.

Accordingly, the statements set out in this Section 5.6 are statements of current intention only, which may change as new information becomes available or circumstances change, and the statements in this Section should be read in that context and as being subject to the law (including the Corporations Act) and the legal obligations of the directors of EagleView from time to time to act in good faith in the best interests of EagleView.

EagleView's intentions concerning the business, assets and employees of Spookfish are as follows:

a. Corporate structure

EagleView will be the direct holding company of Spookfish upon implementation of the Scheme, with Phoenix Topco, Inc. as the ultimate holding company.

Following implementation of the Scheme, Spookfish may be converted to a proprietary company.

b. Strategy and operations

Following implementation of the Scheme, EagleView intends to undertake a review of Spookfish's operations, assets and structure with a view to identifying potential areas where Spookfish's business can be enhanced with the support of, and as a member of, the EagleView Group. In undertaking this review, EagleView intends to explore potential efficiencies across Spookfish's business where it is commercially appropriate to do so. Subject to the review of Spookfish's operations, assets and structures, EagleView currently anticipates that it will seek to enhance Spookfish's "go to market" resources by:

- expanding Spookfish's sales team and capture system capacity;
- funding further research and development to seek to enhance the performance and functionality of the current capture system and develop the 'next gen' capture system; and
- making available EagleView products and analytics for use in Australia.

EagleView does not believe that it has a reasonable basis to speculate as to what the value of these potential efficiencies (if any) is likely to be.

EagleView does not currently intend to make any material changes to the research and development, engineering, sales and marketing staff and functions of Spookfish's Australian operations, but does expect that there would be a rationalisation of Spookfish's corporate functions, which will lead to certain limited redundancies.

c. Spookfish to be delisted

If the Scheme is implemented, EagleView will arrange for Spookfish to be removed from the official list of the ASX.

d. Head office

If the Scheme is implemented, Spookfish will move some corporate, finance and accounting and administrative functions to EagleView's head office in the United States of America.

e. Directors

Following implementation of the Scheme, EagleView intends to reconstitute the Spookfish Board with its own nominees. Those nominees have not yet been identified. Final decisions on the selection of nominees will be made in light of the circumstances at the relevant time.

f. Employees and incentive plans

EagleView has great respect for the achievements of the Spookfish leadership team and the employees of Spookfish and the role they have played in growing the Spookfish business. As a growing company intent on expanding into Australia, EagleView expects to leverage the Spookfish employee base to substantially augment its presence in Australia.

Given EagleView's limited operations in Australia, it is EagleView's intention for the majority of employees of Spookfish involved in services and development to remain in their roles on the same or substantially similar conditions to those that they currently enjoy. As stated in Section 5.6(b), following implementation of the Scheme, EagleView will undertake a review of Spookfish's employees where it is commercially appropriate to do so. As a result of this review, it is possible that there will be certain limited redundancies in Spookfish's corporate functions. EagleView is not in a position to determine the number of employees these reviews may affect, or the full nature and timing of any redundancies. EagleView will not be in that position until it has completed the review. To the extent that any employees are made redundant, they will receive all payments and benefits to which they are entitled under applicable laws and contracts.

5.7 FUNDING OF THE SCHEME

a. Cash consideration

The Scheme Consideration will be paid wholly in cash. Based on Spookfish's issued share capital as at the date of this Scheme Booklet (see Section 4.4(a)), the proposed treatment of the Spookfish Unlisted Securities and Rights (see Section 1.13) and the Scheme Consideration of \$0.09 per Spookfish Share, the maximum cash consideration payable by EagleView in connection with the Scheme will be approximately \$117,561,300 (**Aggregate Scheme Consideration**).

Pursuant to the Deed Poll, EagleView has undertaken in favour of each Scheme Shareholder to deposit, or procure the deposit of, an amount equal to the aggregate Scheme Consideration payable to all Scheme Shareholders in a trust account operated by or on behalf of Spookfish as trustee for the Scheme Shareholders, subject to and in accordance with the Scheme. For further details regarding EagleView's obligations under the Deed Poll, see Section 7.2 of this Scheme Booklet.

b. Overview of funding arrangements

The necessary funds to pay the Aggregate Scheme Consideration and related transaction costs will be sourced from EagleView's current cash reserves. As at 31 August 2018, EagleView held US\$115.752 million in cash or cash equivalents including on deposit with several leading international banks (including JPMorgan, Chase, and Silicon Valley Bank) that has been reserved for paying the Aggregate Scheme Consideration and related transaction costs. EagleView is not aware of any security interests, rights of set off or other arrangements that might materially affect EagleView's ability to pay the Scheme Consideration and related transaction costs.

On the basis of arrangements described in this Section 5.7(b), EagleView is of the opinion that it has a reasonable basis for forming the view, and it holds the view, that it will have sufficient funds available to fund the payment of the Scheme Consideration and related transaction costs.

5.8 INTERESTS AND DEALINGS IN SPOOKFISH SHARES

a. Interests in Spookfish Shares

As at the date of this Scheme Booklet:

- EagleView and its associates have a Relevant Interest in 130,712,250 Spookfish Shares giving it a voting power of approximately 10.41% in Spookfish;
- EagleView holds the Spookfish Options listed in the table below. These Spookfish Options were issued as part of EagleView's initial investment in Spookfish in 2016, with such issue being approved by Spookfish Shareholders on 10 August 2016.

Expiry date	Exercise price	Number
10 August 2021	\$0.09	52,655,569
10 August 2021	\$0.12	54,261,260
28 February 2020	\$0.06	42,800,000

Each of the Spookfish Options listed in the above table will be treated in the manner set out in Section 1.13(b) of the Scheme Booklet; and

- no director or senior manager of EagleView has any Relevant Interest in any Spookfish Shares.

b. No dealings in Spookfish Shares in the four months prior to the date of this Scheme Booklet

Except for the Scheme Consideration to be provided under the Scheme, during the period of four months before the date of this Scheme Booklet, neither EagleView nor any of its associates has provided or agreed to provide consideration for any Spookfish Shares under a purchase or other agreement.

c. Benefits to holders of Spookfish Shares

Other than as set out in this Scheme Booklet, neither EagleView nor any of its associates has given or offered to give or agreed to give a benefit to another person that was likely to induce the other person, or an associate of that person to:

- vote in favour of the Scheme; or
- dispose of Spookfish Shares,

during the period of four months ending on the date of this Scheme Booklet and which was not offered to all other Spookfish Shareholders.

5.9 OTHER MATERIAL INFORMATION

Other material information relating to EagleView in relation to the Scheme is set out below.

a. FIRB approval

It is a condition of the Scheme that EagleView obtains FIRB approval (see Annexure A for further details regarding that condition, as well as each other Condition). EagleView has applied for FIRB approval.

b. Benefits in connection with retirement from office

There is no retirement payment or other benefit that is proposed to be made by EagleView or given by EagleView to any director, secretary or executive officer of Spookfish as compensation for the loss of or consideration for or in connection with their retirement from office in Spookfish in connection with the Scheme.

No payment will be made by EagleView and no benefit will be given by EagleView to any current member of the Spookfish Board as compensation or consideration for, or otherwise in connection with, their resignation from the Spookfish Board, if the Scheme becomes Effective and the Spookfish Board is accordingly reconstituted.

c. No other information

Except as set out in this Scheme Booklet, there is no other information regarding EagleView, or its intentions regarding Spookfish, that is material to the making of a decision by a Spookfish Shareholder in relation to the Scheme, being information that is within the knowledge of EagleView as at the date of this Scheme Booklet, which has not been previously disclosed to Spookfish Shareholders.

6. Risk factors

Spookfish Shareholders should be aware that there are a number of risks, both general and specific, associated with the Scheme.

Additional risks and uncertainties not currently known to Spookfish may also have a material adverse effect on Spookfish's financial and operational performance and the information set out in this Section 6 is a summary only and does not purport to be, nor should it be construed as representing, an exhaustive list of the risks affecting Spookfish.

The Spookfish Board considers, however, that it is appropriate for Spookfish Shareholders, in considering the Scheme, to be aware that there are a number of risk factors, general and specific, which could materially adversely affect the future operating and financial performance of Spookfish, the value of Spookfish Shares and any future dividends paid by Spookfish.

If the Scheme is implemented, Spookfish Shareholders will receive the Scheme Consideration of \$0.09 for each Spookfish Share held by them at the Scheme Record Date, and from implementation of the Scheme they will cease to be Spookfish Shareholders and will no longer be exposed to the risks set out in this Section 6.

You should carefully consider the risk factors discussed in this Section 6, as well as the other information contained in this Scheme Booklet, before voting on the Scheme.

6.1 RISKS SPECIFIC TO THE SCHEME

a. Conditions

The implementation of the Scheme is subject to a number of conditions, which are summarised in Annexure A and set out in full in clause 3.1 of the Scheme Implementation Agreement. The Scheme will not proceed to the Second Court Date unless all Conditions are satisfied or waived (if permitted) (other than the Condition relating to approval by the Court).

If the Conditions are not satisfied or waived (as applicable) by the End Date, the Scheme Implementation Agreement may be terminated, which will mean the Scheme will not be implemented.

Annexure A contains a summary of the status of the Conditions as at the date of this Scheme Booklet. A failure to satisfy any of the Conditions, or a delay in satisfying the Conditions and implementing the Scheme, may adversely affect the trading price of Spookfish Shares.

b. Court approval

The Court may not approve the Scheme, either at all or in the form proposed, or the Court's approval of the Scheme may be delayed. In particular, if there is a material change in circumstances between the Scheme Meeting and the Second Court Date, the Court will take the change into account in deciding whether it should approve the Scheme. If there is a material change of sufficient importance so as to materially alter the Scheme, there is a risk that the Court may not approve the Scheme on the Second Court Date.

c. Tax consequences for Spookfish Shareholders

If the Scheme is implemented, there will be tax consequences for Spookfish Shareholders that may include tax being payable on any gain on the disposal of Spookfish Shares.

The tax treatment may vary depending on the nature and characteristics of each Spookfish Shareholder and their specific circumstances. Accordingly, Spookfish Shareholders should seek professional tax advice in relation to their particular circumstances.

For further information about the general Australian tax consequences of the Scheme, please refer to Section 8.

d. Implications for Spookfish and Spookfish Shareholders if the Scheme is not implemented

If the Scheme is not approved by the Requisite Majorities at the Scheme Meeting, or approved by the Court, or the other Conditions (which are summarised in Annexure A and set out in full in clause 3.1 of the Scheme Implementation Agreement) are not satisfied or waived (if permitted):

- i. Spookfish Shareholders will not receive the Scheme Consideration;
- ii. Spookfish Shares will not be transferred to EagleView (and will be retained by Spookfish Shareholders);
- iii. Spookfish will continue to operate as a stand-alone entity, and remain listed on the ASX;
- iv. Spookfish Shareholders will continue to be exposed to the benefits and risks associated with an investment in Spookfish on a stand-alone basis (please refer to Sections 6.2 and 6.3 below for further details about these risks); and
- v. the amount which Spookfish Shareholders will be able to realise for their investment in Spookfish Shares may be uncertain. If the Scheme is not implemented and in the absence of a Superior Proposal, the Spookfish Directors believe that it is likely that the price of Spookfish Shares will fall from current levels.

In addition, some circumstances which cause the Scheme not to proceed may result in the payment of a break fee by Spookfish to EagleView, or a break fee by EagleView to Spookfish. Spookfish Shareholders failing to approve the Scheme by the Requisite Majorities will not trigger payment of the break fee by Spookfish.

The break fees (including the circumstances in which they may be payable by either Spookfish or EagleView) are summarised in Annexure A and set out in full in clause 10 of the Scheme Implementation Agreement.

6.2 GENERAL RISKS

a. General equity market risks

As an entity with listed ordinary shares on the ASX, the market price of Spookfish Shares is influenced by a variety of general business cycles and economic and political factors in Australia, including economic growth, interest rates, exchange rates, inflation, employment levels, changes in government fiscal, monetary and regulatory policy in relevant jurisdictions and changes to accounting or financial reporting standards.

b. Economic conditions

Economic conditions, both domestic and global, may affect the performance of Spookfish. Adverse changes in such things as global and country-by-country economic growth, the level of economic activity and inflation, interest rates, insurance market conditions, exchange rates, government policy (including fiscal, monetary and regulatory policies), general consumption and consumer spending, employment rates and industrial disruption, amongst others, are outside the control of Spookfish and may result in material adverse impacts on the business and operating results of Spookfish.

c. Share market conditions

There are risks associated with an investment in financial products quoted on a stock exchange. Share price movements could affect the value of any investment in Spookfish.

The performance of Spookfish and the price at which Spookfish Shares may trade on the ASX may be determined by a range of factors. These include movements in the local and international equity and bond markets and general investor sentiment in those markets, recommendations by brokers and analysts, inflation, interest rates, exchange rates, general economic conditions and outlooks, changes in government, fiscal, monetary and regulatory policies, global geo-political events and hostilities and acts of terrorism, the announcement of new technologies and changes in the supply of and demand for relevant stocks. Certain of these factors could affect the trading price of Spookfish Shares, regardless of operating performance.

d. Liquidity and realisation risk

There may be few or many potential buyers or sellers of Spookfish Shares on the ASX at any time. This may affect the volatility of the market price of Spookfish Shares. It may also affect the prevailing market price at which shareholders are able to sell their Spookfish Shares.

e. Taxation risks

A change to the current taxation regime may affect Spookfish and Spookfish Shareholders. Personal tax liabilities are the responsibility of each individual investor in Spookfish. Spookfish is not responsible for taxation or penalties incurred by investors in Spookfish.

f. Accounting standards

Australian Accounting Standards are set by the Australian Accounting Standards Board and are outside the Spookfish Directors' and Spookfish's control. Changes to accounting standards issued by the Australian Accounting Standards Board could materially adversely affect the financial performance and position reported in Spookfish's financial statements.

6.3 RISKS SPECIFIC TO SPOOKFISH

There are a range of business-specific risks associated with your current investment in Spookfish Shares, as set out below. You will only continue to be exposed to these risks if the Scheme is not implemented, in which case (in the absence of a Competing Proposal that is ultimately consummated), Spookfish will continue to operate as a stand-alone entity.

a. Reliance on key relationships and customers

Spookfish's business relies on a number of business relationships and customers and is particularly reliant on its relationship with, and revenue from, EagleView. While Spookfish currently enjoys a strong relationship with EagleView and they continue to work collaboratively to accelerate the commercialisation of Spookfish's technology, Spookfish's financial performance and/or financial position may be impacted if this relationship was to deteriorate for any reason.

For instance, a deterioration in the relationship with EagleView could curtail EagleView's willingness to support and enhance Spookfish's growth in the Australian market, impact the level and speed of integration of Spookfish's technology into EagleView's North American operations, reduce technical collaboration into the development of current and future generation systems or reduce the likelihood of EagleView using Spookfish's technology in new geographies.

b. Profitability and sufficiency of funding

Spookfish is in the early stages of commercial roll-out and is not yet profitable. Accordingly, Spookfish is unable to solely rely on its internally generated cashflow to fund its operations, including the manufacture of its capture systems for use in the Australian market and for general corporate and administrative overhead costs. If the Scheme is not implemented and Spookfish continues as an independent ASX listed company, the Spookfish Board believes that Spookfish will need to raise additional capital in the short to medium term for various reasons, including the capital requirements associated with manufacturing Spookfish's capture systems and the investment required in order for Spookfish to proceed with its business plan (such as the investment required for Spookfish to enter new markets and continue to develop its capture systems).

6. RISK FACTORS

There can be no guarantee that Spookfish will be able to obtain future debt or equity financing to sustain its operations. Any additional equity financing may be dilutive to Spookfish's existing shareholders and any debt financing, if available, may involve restrictive covenants, which may limit Spookfish's operations and business strategy. If Spookfish is unable to raise capital if and when needed, it could delay or suspend Spookfish's business strategy (which could have a material adverse effect on Spookfish's activities) and could result in Spookfish ceasing to operate.

c. Demand for geospatial imaging

The continued performance and future growth of Spookfish is dependent on continued demand for geospatial imaging. The level of demand for geospatial imaging may vary and be affected by prevailing or predicted economic activity. There can be no assurance that the current levels of demand for geospatial imaging will be maintained in the future or that customers of Spookfish will not reduce their activities, capital expenditure and requirements for geospatial imaging in the future. Any prolonged period of low growth or decline in the demand for geospatial imaging would be likely to have an adverse effect on the business, financial condition and profitability of Spookfish.

d. Sustainability of growth and limited trading history

Spookfish has only recently commenced the commercialisation phase of its business and as such carries the normal risks of a start-up business. Given the limited trading history of Spookfish, no assurance can be given that Spookfish will achieve commercial viability through the implementation of its business plan.

Factors that may impact this include but are not limited to data storage costs, costs of producing, maintaining and operating aircraft, the efficient functioning of the image processing software and computing resources, reputational issues, new technology failures and operational and technical difficulties. Such difficulties could result in the operation of Spookfish's business experiencing business interruption, monetary losses and possible legal liability.

The sustainability of Spookfish's growth and the level of profit margins from operations are dependent on a number of factors outside of Spookfish's control. There is no assurance that the historical performance of Spookfish is indicative of future operating results.

e. Future contracts

From time to time, Spookfish may be asked to submit responses to competitive tender situations for new contracts that Spookfish wishes to win, or for existing contracts that come up for renewal. There can be no guarantee that Spookfish will be successful in winning such competitive tender situations, whether they are in relation to work which is already undertaken by Spookfish or for work which is new to Spookfish. The ability for Spookfish to be competitive and win such tenders may have a material impact on the future financial performance of Spookfish.

f. Dependence on third party service providers and hardware

Spookfish utilises third party service providers as part of its operations. Such arrangements carry a risk that the third party service providers do not adequately or fully comply with their respective contractual rights and obligations. In particular, Spookfish may store information within third-party datacentre hosting facilities located in the cloud. These facilities may be vulnerable to damage or interruption from floods, fires, power loss, telecommunications failures and similar events. They may also be subject to break-ins, sabotage, intentional acts of vandalism and similar misconduct. Such disruption, particularly if prolonged, in the operation of such third-party datacentre hosting facilities may have a material adverse impact on the reputation of Spookfish and its business operations.

g. Competition

The industry in which Spookfish operates is competitive and includes companies with significantly greater financial, technical, human, research and development, and marketing resources than currently available to Spookfish. The market share of Spookfish's competitors may increase or decrease as a result of various factors such as developing new technologies and adopting pricing strategies specifically designed to gain market share. These competitive actions may reduce the prices Spookfish is able to charge for its services and products, which would negatively impact the financial performance of Spookfish and could materially affect Spookfish's financial performance or cash flows.

h. Reliance on key personnel

Spookfish currently employs or engages as consultants a number of key management personnel, and Spookfish's future depends on retaining and attracting suitably qualified personnel. While it is not currently anticipated, one or any number of these key personnel may cease employment or engagement with Spookfish. The loss of any such key personnel could have the potential to have a detrimental impact on Spookfish until the skills that are lost are adequately replaced. There is no guarantee that Spookfish would be able to replace such personnel, and a failure to do so could materially affect Spookfish's business, operating results and financial prospects.

i. External technology risk

Spookfish has developed its own software in house, which is used in conjunction with off-the-shelf software. Such software may be subject to external factors, such as obsolescence of operating systems, libraries, components, third party interfaces, drivers, patches, compatibility, version conflict or other related issues. In addition, the software requires updating and maintenance. External factors may also affect the ability of Spookfish to effectively upgrade and maintain its software. Furthermore, licensing and commercial conditions imposed by third party software companies may be unsustainable or impractical for Spookfish, causing a need to rely on other solutions or develop these in house. Should Spookfish's software not be adequately maintained, secured or updated, software failures may negatively impact on Spookfish's performance.

j. Hardware risk

Spookfish relies on advanced hardware technology as part of its systems, from image capture to flight operations. Factors concerning performance of this hardware, the availability of maintenance services and spare parts may affect the ability of Spookfish to maintain its equipment and minimise interruptions to the continuous performance of its operations, which could materially affect Spookfish's financial performance.

k. Intellectual property

Spookfish's ability to leverage its innovation and expertise depends upon its ability to protect its intellectual property and any improvements to it. Intellectual property that is important to Spookfish includes, but is not limited to, patents, designs, know-how, trademarks, domain names, its website, business names and logos. Such intellectual property may not be capable of being legally protected or actions taken to protect the intellectual property may not be adequate. It may be the subject of unauthorised disclosure or be unlawfully infringed (and Spookfish may not be able to detect such unauthorised disclosure or unlawful infringement), or Spookfish may incur substantial costs in asserting or defending its intellectual property rights and such actions may ultimately provide to be unfavourable or unsuccessful.

There is a risk that third parties may allege that Spookfish's technology uses intellectual property derived by them or from their technology without their consent or permission. Spookfish may be subject to claims which could result in disputes or litigation, which could result in liability for monetary damages, cause delays and increased costs, which could in turn have an adverse impact on the operations, reputation and financial performance of Spookfish.

l. Litigation risk

As with any company, Spookfish is exposed to the risks of litigation which may have a material adverse effect on its financial position. This includes the risk that a third party may accuse Spookfish of infringing the third party's intellectual property rights. To the extent that such claims or litigation are not covered by insurance, an adverse outcome in litigation or the cost of initiating or responding to potential or actual claims or litigation may have a material adverse impact on financial performance.

Other than as set out in Section 9.9, as at the date of this Scheme Booklet, Spookfish is not aware of any material contractual disputes or litigation matters in respect of Spookfish, including with its customers or other third parties.

m. Major shareholder risk

Spookfish currently has a number of substantial shareholders on its share register, including EagleView. There is a risk that these shareholders, future substantial shareholders, or other large shareholders may sell their shares at a future date. This could cause the price of Spookfish Shares to decline.

n. Regulatory risks

Spookfish is subject to various laws and regulations. Amendments to current laws and regulations governing Spookfish's operations, and in particular aviation laws and regulations, or more stringent implementation thereof could have a material adverse impact on Spookfish and cause increases in expenses, capital expenditure or costs. Further, changes to relevant laws and regulations can give rise to periods of uncertainty which may negatively impact Spookfish.

o. Insurance risk

Spookfish has insurance policies in place with policy specifications and insured amounts that Spookfish considers appropriate for its business.

Potential losses arising from events such as floods, terrorism or other similar catastrophic events, which may also include other force majeure events, may be either uninsurable or, in the judgement of Spookfish, not insurable on a financially reasonable basis, or may not be insured at full replacement cost or may be subject to higher excesses/deductibles.

In the event that there are insufficient insurance arrangements in place in respect of a particular event, Spookfish may be exposed to material losses that may impact its financial position or performance.

p. Other specific risks

Other areas of risk faced by Spookfish include:

- i. cyber risk;
- ii. contractual risk, being the nature of the performance, payment terms and indemnity requirements in contracts with customers;
- iii. financial risks arising from fraud, regulatory breaches and bad debts; and
- iv. foreign exchange risks.

Spookfish has in place what it considers are appropriate policies and procedures to help manage these risks, and Spookfish continually updates and develops those policies. In addition, as a result of considering the Scheme, Spookfish is exposed to risks associated with potential business distraction.

7. Implementation of the Scheme

All dates referred to in this Section 7 are indicative only. The actual dates on which events referred to in this Section 7 will occur will depend upon the time at which the Conditions to the Scheme are satisfied or, if applicable, waived. The Conditions are summarised in Annexure A and set out in full in clause 3.1 of the Scheme Implementation Agreement. Spookfish has the right to vary all dates subject to the approval of such variation by EagleView, the Court and the ASX where required. Any variation to the dates referred to in this Section 7 will be announced to the ASX and published on Spookfish's website.

7.1 SCHEME IMPLEMENTATION AGREEMENT

The Scheme Implementation Agreement sets out the obligations of Spookfish and EagleView in connection with the implementation of the Scheme.

A summary of the key terms of the Scheme Implementation Agreement is contained in Annexure A and provides details in relation to (among other things):

- a. the Conditions;
- b. the exclusivity regime;
- c. the circumstances in which a break fee will be payable by Spookfish or EagleView, as applicable; and
- d. each party's termination rights.

A full copy of the Scheme Implementation Agreement (prior to the variations described in Annexure A) is attached to Spookfish's ASX announcement on 26 July 2018, which is available on Spookfish's website at <http://www.spookfish.com> and on the ASX's website at <http://www.asx.com.au>.

7.2 DEED POLL

EagleView has entered into the Deed Poll in favour of the Scheme Shareholders under which EagleView has undertaken to deposit (or procure the deposit of) an amount equal to the total Scheme Consideration into a trust account operated by Spookfish as trustee for the Scheme Shareholders by no later than the Business Day before the Implementation Date and has also undertaken to undertake all other actions attributed to it under the Scheme, as if named as a party to the Scheme.

The Deed Poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms, despite the fact that they are not a party to it, and under the Scheme each Scheme Shareholder appoints Spookfish as its agent and attorney for executing any document or form or doing any other act necessary to give effect to the Scheme and enforcing the Deed Poll against EagleView.

The Deed Poll is attached in full at Annexure D.

7.3 SCHEME MEETING

In accordance with an order of the Court on 12 October 2018, Spookfish Shareholders will be asked to approve the Scheme at the Scheme Meeting to be held at the Technology Park Function Centre, 2 Brodie Hall Drive, Technology Park, Bentley WA on 16 November 2018 commencing at 10.00 am (Perth time). The Notice of Scheme Meeting is set out in Annexure E.

At the Scheme Meeting, Spookfish Shareholders will be asked to consider and, if thought fit, to pass a resolution approving the Scheme. For the Scheme to be approved by Spookfish Shareholders, votes "in favour" of the Scheme must be received from:

- a. a majority in number (more than 50%) of Spookfish Shareholders present and voting at the Scheme Meeting (either in person, by proxy or attorney or in the case of corporate Spookfish Shareholders, by a duly appointed corporate representative) (the **Headcount Test**); and
- b. at least 75% of the total number of votes cast on the Scheme Resolution by Spookfish Shareholders at the Scheme Meeting.

If the Scheme is not approved by Spookfish Shareholders at the Scheme Meeting by reason only of the non-satisfaction of the Headcount Test, Spookfish may apply to the Court for the Court to exercise its discretion to disregard the Headcount Test and make orders approving the Scheme.

7.4 SECOND COURT DATE

If the Scheme is approved by the Requisite Majorities of Spookfish Shareholders, and all other Conditions to the Scheme (other than approval by the Court) and any other conditions to be imposed by the Court under section 411(6) of the Corporations Act have been satisfied or waived, Spookfish will apply to the Court for orders approving the Scheme following the Scheme Meeting. The date on which the Court hears Spookfish's application in relation to the Scheme is the Second Court Date. The Second Court Date is expected to be on 23 November 2018 and is open to all Spookfish Shareholders.

If the Scheme is not approved by the Requisite Majorities of Spookfish Shareholders at the Scheme Meeting, the Scheme will not be implemented and Spookfish will not apply to the Court for any orders in connection with the Scheme.

The Court has discretion whether or not to approve the Scheme under section 411(4)(b) of the Corporations Act and may refuse to approve the Scheme even if the Scheme is approved by the Requisite Majorities of Spookfish Shareholders.

The Corporations Act and the relevant Court rules provide a procedure for Spookfish Shareholders to oppose the approval by the Court of the Scheme. Any Spookfish Shareholder who wishes to oppose the approval of the Scheme at the Second Court Hearing may do so by filing with the Court and serving on Spookfish a notice of appearance in the prescribed form together with any affidavit on which the Spookfish Shareholder will seek to rely at the Second Court Hearing. The notice of appearance and any affidavit must be served on Spookfish at least one day before the Second Court Date (which is expected to be 23 November 2018). Any change to the Second Court Date will be announced through the ASX and published on Spookfish's website at <http://www.spookfish.com>.

ASIC will be asked to issue a written statement that it has no objection to the Scheme. ASIC would not be expected to issue such a statement until shortly before the Second Court Date. If ASIC does not produce a written statement that it has no objection to the Scheme, the Court may still approve the Scheme provided it is satisfied that section 411(17)(a) of the Corporations Act is satisfied.

7.5 EFFECTIVE DATE

If the Court approves the Scheme, Spookfish will lodge with ASIC an office copy of the Court order approving the Scheme. Spookfish intends to lodge this with ASIC on the Business Day following receipt of the orders, expected to be 26 November 2018. The Scheme comes into effect on the date on which Spookfish lodges the Court order approving the Scheme with ASIC. This date is referred to in this Scheme Booklet as the Effective Date.

If the Scheme has not become Effective by the End Date, the Scheme Implementation Agreement may be terminated, which will mean the Scheme will not be implemented.

7.6 SCHEME CONSIDERATION

Scheme Shareholders will be entitled to receive the Scheme Consideration. The Scheme Record Date is currently expected to be 5.00 pm (Perth time) on 3 December 2018.

For the purposes of determining who is a Scheme Shareholder, dealings in Spookfish Shares or other alterations to the Spookfish Share Register will only be recognised if:

- a. in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Spookfish Share Register as the holder of the relevant Spookfish Shares by the Scheme Record Date; and
- b. in all other cases, registrable transfer or transmission applications in respect of those dealings are received at or before the Scheme Record Date at the place where the Spookfish Share Register is kept.

Spookfish will not accept for registration, nor recognise for any purpose (except a transfer to EagleView pursuant to the Scheme and any subsequent transfer by EagleView or its successors in title), any transmission application or transfer in respect of Spookfish Shares received on or after the Scheme Record Date, or received prior to the Scheme Record Date but not in registrable or actionable form.

Spookfish must maintain the Spookfish Share Register until the Scheme Consideration has been paid to the Scheme Shareholders and EagleView has been entered in the Spookfish Share Register as the holder of all Scheme Shares. The Spookfish Share Register in this form and the terms of the Scheme will solely determine entitlements to the Scheme Consideration.

From the Scheme Record Date (and other than for EagleView following the Implementation Date), all share certificates and holding statements for the Scheme Shares will cease to have effect as documents of title, and each entry on the Spookfish Share Register at that date will cease to have any effect other than as evidence of entitlement to the Scheme Consideration.

7.7 TRANSFER OF SPOOKFISH SHARES

On the Implementation Date, subject to the provision of the Scheme Consideration, all Spookfish Shares held by Scheme Shareholders (together with all rights and entitlements attaching to them) will be transferred to EagleView without any further action required by Scheme Shareholders and at no cost to them. Spookfish will enter the name of EagleView into the Spookfish Share Register in respect of the Scheme Shares. Spookfish will then become a Subsidiary of EagleView.

7.8 WARRANTY BY SCHEME SHAREHOLDERS ABOUT THEIR SPOOKFISH SHARES

Under the Scheme, each Scheme Shareholder is deemed to have warranted to EagleView, and to the extent enforceable, appointed and authorised Spookfish as its agent to warrant to EagleView, that:

- a. all its Scheme Shares (including any rights and entitlements attaching to those Scheme Shares) will, at the date of the transfer of them to EagleView, be fully paid and free from all security interests (including mortgages, charges, liens, encumbrances, pledges, Security Interests and interests of third parties of any kind, whether legal or otherwise) and from any restrictions on transfer of any kind; and
- b. it has full power and capacity to sell and to transfer those Scheme Shares together with any rights and entitlements attaching to such shares to EagleView under the Scheme.

7.9 SUSPENSION OF TRADING IN SPOOKFISH SHARES

It is expected that suspension of trading in Spookfish Shares on the ASX will occur from the close of trading on the Effective Date. This is expected to occur on 26 November 2018.

Spookfish will apply for termination of the official quotation of Spookfish Shares on the ASX and to have itself removed from the official list of the ASX with effect from the close of trading on the Business Day following the Implementation Date.

8. Tax implications of the Scheme



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12 October 2018

The Directors

Spookfish Limited
10 Brodie-Hall Drive
BENTLEY WA 6983

Dear Directors

Scheme of Arrangement – Australian Tax Implications for Spookfish Limited Shareholders

We have been engaged by Spookfish Limited (ACN 123 511 017) ("Spookfish") to provide a letter for inclusion in the Scheme Booklet which contains a general summary of the Australian income tax, Goods and Services Tax ("GST") and stamp duty implications for Spookfish shareholders on implementation of the Scheme.

If the Scheme becomes Effective, Spookfish Shareholders will receive the Scheme Consideration for every Spookfish Share that they hold on the Scheme Record Date. All capitalised terms contained in this letter that are not otherwise defined take on the meaning given to them in the Scheme Booklet.

Scope of Tax Comments

This document provides a general overview of the Australian income tax, GST and stamp duty considerations for Spookfish shareholders on implementation of the Scheme. The tax treatment may vary depending on the nature and characteristics of each Spookfish Shareholder and their specific circumstances. RSM therefore recommends that Scheme Shareholders obtain personal advice from an appropriate taxation advisor.

The types of Spookfish Shareholders considered in this general overview are limited to individuals, companies (other than life insurance companies), trusts, and complying superannuation funds that hold their shares on capital account.

Our tax comments as outlined below may not be applicable to all Spookfish Shareholders, and are specifically not intended to cover Spookfish Shareholders who:

- hold their Spookfish Shares as a revenue asset or as trading stock;
- acquired their Spookfish Shares through an employee share scheme;
- are under a legal disability;

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RSM Australia Pty Ltd is a member of the RSM network and trades as RSM. RSM is the trading name used by the members of the RSM network. Each member of the RSM network is an independent accounting and consulting firm which practices in its own right. The RSM network is not itself a separate legal entity in any jurisdiction.

RSM Australia Pty Ltd ACN 009 321 377 at Birdanco Practice Trust ABN 65 319 382 479 trading as RSM

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- are subject to the Taxation of Financial Arrangement rules in Division 230 of the *Income Tax Assessment Act 1997* in relation to gains and losses on their Spookfish Shares;¹
- hold their Spookfish Shares as an asset in a business of the Spookfish Shareholder that is carried on through a Permanent Establishment in Australia; or
- are subject to the Investment Manager Regime under Subdivision 842-1 of the *Income Tax Assessment Act 1997* in respect of their Spookfish Shares.

This general overview is based on the Australian tax law, and our understanding of the practice of the tax authorities, at the time of issue of this letter. Australia's taxation laws are complex and subject to change periodically, as is their interpretation by the Courts and the tax authorities. This general overview is intended to be a general summary and is not intended to be an authoritative or complete statement of the applicable laws to every Scheme Shareholder.

This overview also does not take into consideration the tax laws of countries other than Australia. Scheme Shareholders who are residents of a country other than Australia for income tax purposes, should also take into account the tax consequences of disposal of their Spookfish shares in their country of residence.

Our comments should not be a substitute for advice from an appropriate professional taxation adviser having regard to each Spookfish Shareholder's individual circumstances. Spookfish Shareholders should seek independent financial, legal and taxation advice before making any decision in relation to their Spookfish Shares.

In providing our tax comments, RSM has relied on information obtained from documents provided to RSM, and during various discussions with personnel from Spookfish. RSM has relied on the accuracy and completeness of the information provided and has not undertaken any procedures to validate or verify the completeness or accuracy of such information. Therefore, RSM does not accept any responsibility or any liability arising from the inaccuracy or incompleteness of any information provided to us.

1. Capital Gains Tax ("CGT") Consequences Associated with The Disposal of Scheme Shares

Spookfish Shareholders who hold Spookfish Shares on the Scheme Record Date will be Scheme Shareholders. Scheme Shareholders will dispose of their Scheme Shares to Eagle View Technologies Inc. ("EagleView") under the Scheme for CGT purposes on the Implementation Date. The Implementation Date is expected to be xx/xx/xxxx, meaning any capital gain will have to be reported in the 2018/2019 income tax year for taxpayers with a 30 June year end for tax purposes.

Scheme Shareholders will make a capital gain or loss from CGT Event A1 on the Implementation Date, and Scheme Shareholders will be required to determine the capital gain or loss made in respect of the disposal.

Scheme Shareholders will make a capital gain on the disposal of a Scheme Share when the capital proceeds received on disposal of the Scheme Share exceeds the cost base of that share. Scheme Shareholders will make a capital loss on the disposal of a Scheme Share when the capital proceeds received on disposal of the Scheme Share are less than the reduced cost base of that share.

The cost base and reduced cost base of a Scheme Share for a Scheme Shareholder will generally be the cost of that Scheme Share, plus certain incidental costs incurred in relation to the acquisition and disposal of that

¹ Division 230 of the *Income Tax Assessment Act 1997* will generally not apply to individuals, unless they have made an election for it to apply to them.



Scheme Share, for example brokerage, stamp duty or legal fees relating to the CGT event. Under the Scheme, there is no brokerage payable by Scheme Shareholders for the disposal of their Scheme Share(s) to EagleView.

For Australian income tax purposes, the capital proceeds received by Scheme Shareholders will consist of the Scheme Consideration of \$0.08 per Scheme Share (being the consideration paid by EagleView to Scheme Shareholders for each Scheme Share).

CGT rollover relief will not be available to Scheme Shareholders in relation to any capital gain made from disposing of their shares under the Scheme.

A Scheme Shareholder who makes a capital gain on the disposal of a Scheme Share under the Scheme may be eligible to treat their capital gain as a discounted capital gain ("CGT Discount"), provided that:

- The Scheme Shareholder is an individual, a trust, a complying superannuation fund, or otherwise subject to the rules in Subdivision 115-C of the *Income Tax Assessment Act 1997*;
- The capital gain has not been determined using a cost base that has been calculated with reference to indexation; and
- The Scheme Share was acquired at least 12 months prior to CGT Event A1 happening (i.e disposal of a Scheme Share on Implementation Date). The 12 month period is calculated without having regard to the day of acquisition or the day of disposal of the Scheme Share.

Where the CGT Discount applies, the capital gain will be reduced by 50% for an individual or a trust, or 33.3% for a complying superannuation fund.

Any capital gain calculated on disposal of the Scheme Shares is first to be offset against any available capital losses of the Scheme Shareholder before applying the CGT Discount.

Scheme Shareholders who are companies are not eligible for the CGT Discount.

2. Non-resident Scheme Shareholders

Subject to the exception outlined immediately below, Scheme Shareholders who are not Australian residents at the time of disposal of their Spookfish shares will not be subject to CGT, due to the shares not being indirect Australian real property interests as defined in Division 855 of the *Income Tax Assessment Act 1997*.

It is our opinion that the Scheme Shares held by Scheme Shareholders who are not Australian residents do not constitute taxable Australian real property or an indirect Australian real property interest in accordance with Subdivision 855-A of the *Income Tax Assessment Act 1997*. However, we recommend that Scheme Shareholders who are not residents of Australia seek advice from an appropriate professional tax advisor regarding their individual circumstances.

The exception to the above is that non-resident Scheme Shareholders who were previously residents of Australia and elected to disregard accrued capital gains or losses on their Spookfish Shares upon ceasing to be an Australian resident, will remain subject to CGT on disposal of their Spookfish Shares under the Scheme. This is because the making of such an election means that the shares are deemed to be taxable Australian real property in the hands of the taxpayer who has become a non-resident.

Subject to limited exceptions, non-residents are generally not entitled to access the 50% CGT Discount for capital gains that accrue after 7:30pm (AEST) on 8 May 2012.



3. GST

No GST liability will arise for Scheme Shareholders under the disposal of a Scheme Share to EagleView under the Scheme.

GST may be imposed on taxable supplies obtained by Scheme Shareholders from third party suppliers, (such as advisor costs) in connection with the Scheme. Scheme Shareholders who are registered for GST may be restricted from claiming an entitlement to input tax credits, in part or in full, in relation to these acquisitions. Scheme Shareholders who are registered for GST should seek their own professional advice in regards to this matter.

4. Stamp Duty

There should be no stamp duty payable by Scheme Shareholders on the disposal of a Scheme Share to EagleView under the Scheme.

5. Foreign Resident Capital Gains Withholding

Foreign Resident Capital Gains Withholding ("FRCGW") tax is payable to the Commissioner of Taxation when certain taxable property is disposed of by non-resident shareholders. As there are non-resident Scheme Shareholders participating in the Scheme, the application of the FRCGW tax provisions must be considered in respect of all Scheme Shareholders regardless of their residency under the Scheme.

While the Scheme Implementation Agreement permits EagleView to withhold an amount on account of FRCGW in certain circumstances, based on our understanding of the assets of Spookfish, we are of the opinion that FRCGW tax should not apply to either resident or non-resident Scheme Shareholders on execution of the Scheme. This is on the understanding that the Scheme Shares do not represent taxable Australian real property, an indirect Australian real property interest, or an option or right to acquire such property. Accordingly, the requirements under section 14-200 of Schedule 1 of the *Tax Administration Act 1953* have not been satisfied and the transaction should not be subject to the FRCGW provisions.

The above comments do not take into consideration the individual circumstances of each Scheme Shareholder, and therefore, RSM recommends that Scheme Shareholders seek advice from an appropriate professional tax advisor to assist.

Disclaimer

The information contained in this document does not constitute 'financial product advice' within the meaning of the *Corporations Act 2001*. RSM Australia Pty Ltd, which is providing this advice, is not licensed to provide financial product advice. To the extent that this document contains information about a financial product, taxation is only one of the matters that must be considered when making a decision in relation to that financial product.

The advice has been prepared for general consideration only, and does not take into account the objectives, financial situations or needs of any recipient. As such, it is strongly recommended that any recipient take independent advice from a person licensed to provide financial product advice.

Once again, RSM Australia Pty Ltd strongly recommends that any Scheme Shareholder also obtains formal taxation advice to consider the taxation outcomes relating to the disposal of their Spookfish shares, taking into account their specific taxation attributes and circumstances. RSM does not accept any responsibility or any liability arising from a shareholder that seeks to solely rely upon this advice.



Yours sincerely

A handwritten signature in black ink, appearing to read "Con Paoliello", written over a light grey rectangular background.

CON PAOLIELLO
Director

9. Additional information

9.1 INTERESTS OF SPOOKFISH DIRECTORS IN SPOOKFISH SHARES AND SPOOKFISH UNLISTED SECURITIES AND RIGHTS

No Spookfish Shares or Spookfish Unlisted Securities and Rights are held or controlled by Spookfish Directors and no such persons are otherwise entitled to such securities as at the date of this Scheme Booklet, other than as listed below.

a. Spookfish Directors' interests in Spookfish Shares

As at the date of this Scheme Booklet, each Spookfish Director has a Relevant Interest in the following number of Spookfish Shares:

Spookfish Director	Number of Spookfish Shares	Percentage of outstanding Spookfish Shares, calculated on a non-diluted basis ²
Jason Marinko	15,000,000	1.2%
Simon Cope	52,721,368	4.2%
Shannon Robinson	1,000,000	0.1%
Martin Ripple	446,946	0.0%
Total	69,168,314	5.5%

Each Spookfish Director intends to cause any Spookfish Shares in which he or she has a Relevant Interest to be voted in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders.

Other than as disclosed in this Scheme Booklet, the Spookfish Directors will not receive any direct or indirect benefits from voting in favour of the Scheme other than the Scheme Consideration to which they are entitled.

b. Spookfish Directors' interests in Spookfish Unlisted Securities and Rights

As at the date of this Scheme Booklet, the number of Spookfish Unlisted Securities and Rights held by or on behalf of each Spookfish Director are as follows:

Spookfish Director	Number of Spookfish Performance Rights	Number of Spookfish Options	Number of Consultancy Rights	Entitlement to Milestone Shares ³
Jason Marinko	0	12,500,000	0	0
Simon Cope	0	0	0	23,943,384
Shannon Robinson	0	2,000,000	0	0
Martin Ripple	0	0	0	0
Total	0	14,500,000	0	23,943,384

In addition, in May 2018, Spookfish agreed to issue a total of 576,293 Spookfish Performance Rights to Jason Marinko, Simon Cope and Shannon Robinson in recognition of their contribution to Spookfish. These Spookfish Performance Rights constitute the Unissued Convertible Securities and have not yet been issued. Spookfish does not intend to issue those Spookfish Performance Rights. In order for Spookfish to satisfy its contractual obligations, in lieu of issuing those Spookfish Performance Rights, and with EagleView's consent, Spookfish agreed with each of Jason Marinko, Simon Cope and Shannon Robinson that, subject to the Scheme becoming Effective, it would pay to each person \$0.09 per Spookfish Performance Right that person would have otherwise been entitled to. This amount is equivalent to the amount each would have received as Scheme Consideration had each been issued that number of Spookfish Performance Rights to which each was otherwise entitled and those Spookfish Performance Rights had vested into Spookfish Shares prior to the Scheme Record Date. Accordingly, Spookfish intends to make a payment of \$20,906 to Jason Marinko, \$23,148 to Simon Cope and \$7,813 to Shannon Robinson on the Implementation Date.

Please refer to Section 1.13 for details regarding the treatment of Spookfish Unlisted Securities and Rights if the Scheme proceeds.

² Percentage of outstanding Spookfish Shares based on 1,256,142,574 Spookfish Shares on issue.

³ Assuming shares are issued upon a "Successful Takeover" under the relevant documents.

9. ADDITIONAL INFORMATION

c. Spookfish key management personnel's interests in Spookfish Shares

As at the date of this Scheme Booklet, each of Michael von Bertouch, Guy Perkins and Jason Waller has a Relevant Interest in the following number of Spookfish Shares:

Name	Number of Spookfish Shares	Percentage of outstanding Spookfish Shares, calculated on a non-diluted basis ⁴
Michael von Bertouch	59,511,428	4.7%
Guy Perkins	22,154,677	1.8%
Jason Waller	0	0.0%
Total	81,666,105	6.5%

Michael von Bertouch and Guy Perkins each intend to vote all of the Spookfish Shares in which they have a Relevant Interest in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders.

As at the date of this Scheme Booklet, Jason Waller does not hold a Relevant Interest in any Spookfish Shares.

d. Spookfish key management personnel's interests in Spookfish Unlisted Securities and Rights

As at the date of this Scheme Booklet, the number of Spookfish Unlisted Securities and Rights held by or on behalf of Michael von Bertouch, Guy Perkins and Jason Waller are as follows:

Name	Number of Spookfish Performance Rights	Number of Spookfish Options	Number of Consultancy Rights	Entitlement to Milestone Shares ⁵
Michael von Bertouch	241,129	0	0	24,160,921
Guy Perkins	0	0	0	17,876,533
Jason Waller	77,254	20,000,000	0	0
Total	318,383	20,000,000	0	42,037,454

Please refer to Section 1.13 for details regarding the treatment of Spookfish Unlisted Securities and Rights if the Scheme proceeds.

9.2 SPOOKFISH DIRECTORS' DEALINGS IN SPOOKFISH SECURITIES

No Spookfish Director acquired or disposed of a Relevant Interest in any Spookfish Shares or Spookfish Unlisted Securities and Rights in the four month period ending on the date immediately before the date of this Scheme Booklet, other than as set out below:

Spookfish Director	Number of Spookfish Shares/Spookfish Unlisted Securities and Rights	Date of change	Consideration
Jason Marinko	-	-	-
Simon Cope	-	-	-
Shannon Robinson	-	-	-
Martin Ripple	446,946	4 May 2018	\$20,362.57

9.3 INTERESTS AND DEALINGS OF SPOOKFISH DIRECTORS IN SECURITIES IN EAGLEVIEW GROUP ENTITIES

a. Spookfish Directors' interests in securities in EagleView Group entities

No Spookfish Director has a Relevant Interest in any securities of EagleView or any other member of the EagleView Group.

b. Spookfish Directors' dealings in securities in EagleView Group entities

No Spookfish Director has acquired or disposed of a Relevant Interest in any securities of EagleView or any other member of the EagleView Group in the four month period ending on the date immediately before the date of this Scheme Booklet.

⁴ Percentage of outstanding Spookfish Shares based on 1,256,142,574 Spookfish Shares on issue.

⁵ Assuming shares are issued upon a "Successful Takeover" under the relevant documents.

9.4 BENEFITS AND AGREEMENTS

a. Agreements or arrangements with Spookfish Directors

Other than as disclosed in this Scheme Booklet, there are no agreements or arrangements made between any Spookfish Director and any other person, including EagleView, or any other member of the EagleView Group, in connection with, or conditional upon, the outcome of the Scheme.

b. Payments or other benefits to Spookfish Directors and Spookfish executive officers

It is not proposed that any payment or other benefit will be made or given to any Spookfish Director, secretary or executive officer of Spookfish, or any body corporate related to Spookfish, as compensation for loss of, or as consideration for, or in connection with, his or her retirement from office as a Spookfish Director, secretary or executive officer of Spookfish, or a body corporate connected with Spookfish, as a result of the Scheme, other than in his or her capacity as a Spookfish Shareholder or holder of Spookfish Unlisted Securities and Rights.

If an executive's employment is terminated following the change of control, the relevant executive will have such entitlements (including in respect of compensation for loss of office) as are contemplated by their employment contract.

Please refer to Section 1.13 for details regarding the treatment of Spookfish Unlisted Securities and Rights if the Scheme proceeds.

c. Interests of Spookfish Directors in contracts entered into by members of the EagleView Group and benefits from members of the EagleView Group

Other than as disclosed in this Scheme Booklet, no Spookfish Director has any interest in a contract entered into by EagleView or any other member of the EagleView Group and none of the Spookfish Directors has agreed to receive, or is entitled to receive, any benefit from EagleView or any other member of the EagleView Group, which is conditional on, or is related to, the Scheme.

9.5 SPECIFIED ARRANGEMENTS

The implementation of the Scheme is subject to a number of Conditions, including that none of the Specified Arrangements have been terminated or amended, or any rights under the Specified Arrangements waived, before 8.00 am on the Second Court Date.

The Specified Arrangements comprise the Employment Contracts, the InnovAero Service Provider Agreement and the Development, License and Royalty Agreement.

a. Employment Contracts

The Employment Contracts were put in place towards securing the future engagement of certain key Spookfish executives following the implementation of the Scheme. These key executives are Simon Cope, Michael von Bertouch and Guy Perkins.

The Employment Contracts comprise the following:

- The employment contracts between Spookfish and each of Simon Cope and Guy Perkins, as amended by deeds of variation dated 26 July 2018. Under the employment contracts, on and from the Implementation Date, each of Simon Cope's and Guy Perkins' existing employment contracts will be amended and restated in a form agreed with each of Simon Cope and Guy Perkins, Spookfish and EagleView.
- The deeds of restraint between Spookfish, EagleView and each of Simon Cope, Michael von Bertouch and Guy Perkins dated 26 July 2018. Under the deeds of restraint, on and from the Implementation Date, Simon Cope, Michael von Bertouch and Guy Perkins will be subject to certain restraint of trade obligations that operate for a specified period after the Implementation Date.
- The deed of termination and restraint between Spookfish, Spookfish Innovations Pty Ltd, Structured Design Pty Ltd, Michael von Bertouch and EagleView dated 26 July 2018. Under the deed of termination and restraint, on and from the Implementation Date, the existing consultancy agreement between Spookfish, Spookfish Innovations Pty Ltd, Michael von Bertouch and a corporate entity associated with Michael von Bertouch will be terminated. The deed of termination and restraint also contains certain restraint of trade obligations that operate for a specified period after the Implementation Date.

b. InnovAero Service Provider Agreement

In 2014, Spookfish entered into a Service Provider Agreement with InnovAero. InnovAero is an entity owned by Michael von Bertouch that holds various approvals granted by the Civil Aviation Safety Authority for the purposes of approving modifications to aircraft, the manufacture of components for aircraft and the maintenance of aircraft and aircraft components.

On 26 July 2018, Spookfish, EagleView, InnovAero and Michael von Bertouch entered into the InnovAero Deed. The InnovAero Deed will amend the InnovAero Service Provider Agreement and contains an undertaking from Spookfish and InnovAero to not exercise a specified termination right under the InnovAero Service Provider Agreement for a period of at least two years and certain related matters. The amendments to the InnovAero Service Provider Agreement are effective from the Implementation Date and the undertaking to not exercise a particular termination right is operative from the Effective Date.

c. Development, License and Royalty Agreement

On 17 May 2016, Spookfish announced that Spookfish, EagleView and Spookfish Global Operations Pty Limited had entered into the Development, License and Royalty Agreement.

Under that agreement, EagleView was granted an exclusive, long-term licence to operate Spookfish's capture system and the rights to market, promote, sell and distribute output products in North America. In exchange, EagleView agreed to pay Spookfish a royalty fee per square mile as well as a share of revenues earned from the operation of the Spookfish capture system. The Development, License and Royalty Agreement also includes provisions to expand the rollout of Spookfish's capture system into other geographies.

9. ADDITIONAL INFORMATION

On 10 July 2017, Spookfish announced that EagleView had placed its first purchase order under the Development, License and Royalty Agreement. On 9 January 2018, Spookfish announced that EagleView had placed its second purchase order under that agreement. On 31 August 2018, Spookfish announced that EagleView had placed its third purchase order.

The Development, License and Royalty Agreement initially provided that it would continue for a term of seven years and automatically renew for two consecutive five year terms, unless either Spookfish or EagleView provided written notice to the other party prior to the end of the relevant term of its election not to renew.

On 26 July 2018, Spookfish and EagleView agreed to amend the Development, License and Royalty Agreement such that EagleView has the sole right to elect that the Development, License and Royalty Agreement will not automatically renew for two consecutive five year terms.

In consideration for Spookfish agreeing to this amendment, EagleView agreed to:

- make an advance payment of \$5,000,000 to Spookfish by 5.00 pm on 31 July 2018 as a prepayment of milestone payments for certain of Spookfish's capture systems;
- negotiate and execute a new block order for Spookfish's capture systems by 5.00 pm on 31 August 2018, with \$5,000,000 payable on placement of that order as a prepayment of milestone payments for the capture systems the subject of that block order; and
- provide \$5,000,000 to Spookfish by 5.00 pm on 28 September 2018 as a prepayment for, and to set off, any royalties payable by EagleView to Spookfish in accordance with the Development, License and Royalty Agreement.

As at the date of this Scheme Booklet, EagleView has paid all of the above amounts it agreed to pay in consideration for Spookfish agreeing to the amendment to the Development, License and Royalty Agreement. Accordingly, the Development, License and Royalty Agreement will not revert to its previous form.

9.6 COSTS

If the Scheme is implemented, the costs incurred by Spookfish in relation to the Scheme will effectively be met by EagleView as the ultimate controller of Spookfish following implementation of the Scheme. If the Scheme is not implemented and if no Superior Proposal emerges and becomes effective, Spookfish expects to incur total costs of approximately \$1,450,000.

9.7 REGULATORY CONDITIONS AND RELIEF

All regulatory approvals that are Conditions to the Scheme are summarised in Annexure A (including their status as at the date of this Scheme Booklet) and set out in full in clause 3.1 of the Scheme Implementation Agreement.

Paragraph 8302(h) of Part 3 of Schedule 8 of the Corporations Regulations requires an explanatory statement to set out whether, within the knowledge of the Spookfish Directors, the financial position of Spookfish has materially changed since the date of the last balance sheet laid before Spookfish in general meeting or sent to Spookfish Shareholders in accordance with sections 314 or 317 of the Corporations Act, being 31 December 2017, and, if so, full particulars of any change. ASIC has granted Spookfish relief from this requirement so that this Scheme Booklet only need set out whether, within the knowledge of the Spookfish Directors, the financial position of Spookfish has materially changed since 30 June 2018 (being the last date of the period to which the financial statements for the half-year ended 30 June 2018 relate).

Spookfish applied to the ASX for, and has been granted, a waiver of ASX Listing Rule 6.23.3 to the extent necessary to permit the Spookfish Board to exercise its discretion to accelerate the vesting of Jason Marinko's Spookfish Options to the extent that the acceleration results in an increase in the exercise period for his Spookfish Options, as described in Section 1.13.

9.8 CONSENTS AND DISCLAIMERS

Each person named in this Section 9.8 as having given its consent to the inclusion of a statement or being named in this Scheme Booklet:

- a. has not authorised or caused the issue of this Scheme Booklet;
- b. does not make, or purport to make, any statement in this Scheme Booklet or any statement on which a statement in this Scheme Booklet is based other than those statements which have been included in this Scheme Booklet with the consent of that person; and
- c. to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this Scheme Booklet, other than a reference to their name and any statements (including any report) which have been included in this Scheme Booklet with the consent of that person.

INDEPENDENT EXPERT

KPMG Corporate Finance has given, and has not withdrawn before the date of this Scheme Booklet, its written consent to:

- be named as the Independent Expert in the form and context in which it is named;
- the inclusion of the Independent Expert's Report as Annexure B; and
- the inclusion in this Scheme Booklet of statements made by the Independent Expert, or said to be based on the Independent Expert's Report, and to all references to those statements, in the form and context in which they are respectively included.

EAGLEVIEW

EagleView has given, and has not withdrawn before the date of this Scheme Booklet, its written consent to:

- be named in this Scheme Booklet in the form and context in which it is named; and
- the inclusion in this Scheme Booklet of the EagleView Information in the form and context in which it appears.

OTHER PERSONS

Hoperidge has consented to Spookfish publishing the intention statement contained in the Letter from the Chairman of Spookfish and Section 1.5 on the terms set out therein, naming Hoperidge and listing the number of Spookfish Shares (in both number and percentage terms) that Hoperidge has a Relevant Interest in and attributing that interest to Hoperidge.

Clayton Utz has given, and has not withdrawn before the date of this Scheme Booklet, its written consent to be named in this Scheme Booklet as Spookfish's legal adviser in the form and context in which it is named.

Euroz Securities Limited has given, and has not withdrawn before the date of this Scheme Booklet, its written consent to be named in this Scheme Booklet as Spookfish's financial adviser in the form and context in which it is named.

Computershare Investor Services Pty Limited has given, and has not withdrawn before the date of this Scheme Booklet, its written consent to be named in this Scheme Booklet as Spookfish's share registry in Australia in the form and context in which it is named.

RSM Australia Partners has given, and has not withdrawn before the date of this Scheme Booklet, its written consent to be named in this Scheme Booklet as Spookfish's auditor in the form and context in which it is named.

RSM Australia Pty Ltd as trustee for the Birdanco Practice Trust has given, and has not withdrawn before the date of this Scheme Booklet, its written consent to:

- be named in this Scheme Booklet in the form and context in which it is named; and
- the inclusion in this Scheme Booklet of the letter in Section 8 and all references in this Scheme Booklet to that letter, in the form and context in which they appear.

Michael von Bertouch and Guy Perkins have each given, and have not withdrawn before the date of this Scheme Booklet, their written consent to be named in this Scheme Booklet in the form and context in which they are named (including in relation to, and the statements contained in, Section 1.4).

9.9 LITIGATION

As at the date of this Scheme Booklet, Spookfish is not aware of any material contractual disputes or litigation matters in respect of Spookfish, including with its customers or other third parties.

9.10 NO UNACCEPTABLE CIRCUMSTANCES

The Spookfish Directors believe that the Scheme does not involve any circumstances in relation to the affairs of Spookfish that could reasonably be characterised as constituting "unacceptable circumstances" for the purposes of section 657A of the Corporations Act.

9.11 OTHER INFORMATION MATERIAL TO THE MAKING OF A DECISION IN RELATION TO THE SCHEME

Except as set out in this Scheme Booklet, there is no other information material to the making of a decision by a Spookfish Shareholder on whether or not to vote in favour of the Scheme, being information that is within the knowledge of any Spookfish Director, or any director of any Related Body Corporate of Spookfish, which has not previously been disclosed to Spookfish Shareholders.

9.12 SUPPLEMENTARY INFORMATION

Spookfish will issue a supplementary document to this Scheme Booklet if it becomes aware of any of the following between the date of lodgement of this Scheme Booklet for registration by ASIC and the Effective Date:

- a material statement in this Scheme Booklet is false or misleading;
- a material omission from this Scheme Booklet;
- a significant change affecting a matter included in this Scheme Booklet; and/or
- a significant new matter has arisen and it would have been required to be included in this Scheme Booklet if it had arisen before the date of lodgement of this Scheme Booklet for registration by ASIC.

Depending on the nature and timing of the changed circumstances and subject to obtaining any relevant approvals, Spookfish may circulate and publish any supplementary document including by:

- approaching the Court for a direction as to what is appropriate in the circumstances;
- placing an advertisement in a prominently published newspaper which is circulated generally throughout Australia;
- posting the supplementary document on Spookfish's website and the ASX; and
- making a public announcement by way of press release.

ASIC will be provided with an opportunity to review and comment on any supplementary documents prior to their issue by Spookfish.

10. Definitions

In this Scheme Booklet:

2014 Performance Rights Plan means the Spookfish Limited Performance Rights Plan approved by Spookfish Shareholders at a general meeting on 23 December 2014.

2017 Performance Rights Plan means the Spookfish Limited Performance Rights Plan approved by Spookfish Shareholders at a general meeting on 30 May 2017.

Aggregate Scheme Consideration has the meaning given in Section 5.7(a).

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in section 12 of the Corporations Act.

ASX means ASX Limited ABN 98 008 624 691 or, as the context requires, the financial market operated by it known as the Australian Securities Exchange.

Australian Accounting Standards means the standards that fully comply with the International Financial Reporting Standards.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Perth, Western Australia, Australia.

CHES means the clearing house electronic subregister system for the electronic transfer of securities operated by ASX Settlement Pty Limited ABN 49 008 504 532.

Clearlake means Clearlake Capital Group, L.P.

Competing Proposal has the meaning given in the Scheme Implementation Agreement.

Conditions means the conditions precedent to the Scheme contained in clause 3.1 of the Scheme Implementation Agreement.

Consultancy Agreement means the Consultancy Agreement dated on or about 18 May 2018 between Spookfish and Kaizen Capital.

Consultancy Right means Kaizen Capital's right to be issued up to 5,000,000 Spookfish Options subject to and in accordance with the Consultancy Agreement.

Corporations Act means the *Corporations Act 2001* (Commonwealth of Australia).

Corporations Regulations means the *Corporations Regulations 2001* (Commonwealth of Australia).

Court means the Federal Court of Australia or such other court of competent jurisdiction as Spookfish and EagleView agree in writing.

Deed of Variation means the Deed of Variation entered into between Spookfish and EagleView on 10 September 2018, which had the effect of making certain variations to the Scheme Implementation Agreement. A full copy is attached to Spookfish's ASX announcement on 10 September 2018, which is available on Spookfish's website at <http://www.spookfish.com> and on the ASX's website at <http://www.asx.com.au>.

Deed Poll means the deed poll executed by EagleView in favour of the Scheme Shareholders, in the form set out in Annexure D.

Development, License and Royalty Agreement means the Development, License And Royalty Agreement between Spookfish, Spookfish Global Operations Pty Limited and EagleView dated 17 May 2016 (as supplemented by a supplementary agreement dated 31 May 2017 and amended by the second supplementary agreement dated 26 July 2018).

EagleView means Eagle View Technologies, Inc.

EagleView Group means EagleView Parent and each of its Subsidiaries.

EagleView Information means the information contained in Section 5 and under the heading "Who is EagleView?" on page 19 of this Scheme Booklet.

EagleView Parent means EagleView Technology Corporation.

Effective means, when used in relation to the Scheme, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means the date on which the Scheme becomes Effective.

Employment Contracts means:

- the employment contracts between Spookfish and each of Simon Cope and Guy Perkins, as amended by deeds of variation dated 26 July 2018;
- the Deeds of Restraint between Spookfish, EagleView and each of Simon Cope, Michael von Bertouch and Guy Perkins dated 26 July 2018; and
- the Deed of Termination and Restraint between Spookfish, Spookfish Innovations Pty Ltd, Structured Design Pty Ltd, Michael von Bertouch and EagleView dated 26 July 2018.

End Date means 26 January 2019 or such other date as Spookfish and EagleView agree in writing.

Exclusivity Period means the period commencing on the date of the Scheme Implementation Agreement and ending on the earliest of the End Date, the date the Scheme Implementation Agreement is validly terminated in accordance with its terms and the Implementation Date.

FIRB means the Australian Foreign Investment Review Board.

First Court Hearing means the hearing of the application made to the Court for an order pursuant to section 411(1) of the Corporations Act convening the Scheme Meeting.

Hoperidge means Hoperidge Enterprises Pty Ltd.

Implementation Date means the fifth Business Day after the Scheme Record Date or such other date as EagleView and Spookfish agree in writing.

Independent Expert means KPMG Corporate Finance.

Independent Expert's Report means the report from the Independent Expert in respect of the Scheme, a copy of which is set out in Annexure B.

InnovAero means InnovAero Pty Ltd ACN 150 607 373.

InnovAero Deed means the InnovAero Deed entered into between Spookfish Innovations Pty Ltd ACN 160 841 341, InnovAero, EagleView and Michael von Bertouch dated 26 July 2018.

Innovaero Service Provider Agreement means the Service Provider Agreement entered into between Spookfish and InnovAero dated 2014 (as amended by a letter agreement on 19 December 2014 and by the Innovaero Deed between Spookfish, InnovAero and Michael von Bertouch dated 26 July 2018).

Kaizen Capital means Kaizen Capital Pty Ltd ACN 137 114 160.

KPMG Corporate Finance means KPMG Financial Advisory Services (Australia) Pty Ltd (of which KPMG Corporate Finance is a division).

Last Practicable Date means 10 October 2018, being the last practicable trading day prior to the date of this Scheme Booklet.

Material Adverse Change means a Specified Event which, individually or when aggregated with all such similar events, occurrences or matters, has, has had or which could reasonably be expected to have:

- a. a material adverse effect on the condition (financial or otherwise), assets, liabilities, business, operations, trading or financial position (including cash flow, profitability, reputation and prospects) of the Spookfish Group; or
- b. without limiting the generality of paragraph (a):
 - i. the effect of reducing the value of the consolidated net assets of the Spookfish Group by at least \$2,200,000 against what it would reasonably have been expected to have been but for the Specified Event; or
 - ii. the effect of reducing the value of the consolidated annual earnings before interest, tax, depreciations and amortisation of the Spookfish Group by at least \$1,600,000 against what it would reasonably have been expected to have been but for the Specified Event,

other than certain matters, events or circumstances listed in paragraphs (c) to (f) of the definition of “Target Material Adverse Change” in the Scheme Implementation Agreement (such as events, occurrences of matters resulting directly or indirectly from the change of control of Spookfish contemplated by the Transaction).

Material Document means those contracts, licences, approvals, certificates or authorisations listed in the “List of Material Documents” agreed between Spookfish and EagleView.

Milestone Rights means the contractual rights granted to certain persons to be issued up to 214,000,000 Spookfish Shares (in aggregate under normal circumstances or 139,100,000 Spookfish Shares in aggregate upon a “Successful Takeover”) under the:

- a. Option Agreement dated on or about 7 July 2014 between Spookfish and Spookfish Innovations Pty Ltd (previously named Spookfish Pty Ltd) ACN 160 841 341 (and related letter agreements);
- b. Share Sale Agreement dated on or about 7 July 2014 between Spookfish and Oaktone Nominees Pty Ltd ACN 074 566 635 and others; and
- c. Facilitation Letter dated 24 November 2014 between Spookfish and Alto Capital Pty Ltd ACN 130 462 592, Forrest Capital Pty Ltd ACN 118 115 834 and Ventnor Capital Pty Ltd ACN 111 543 741.

Milestone Share means a Spookfish Share to be issued according to the terms of a Milestone Right.

Notice of Scheme Meeting means the notice of meeting relating to the Scheme Meeting, which is contained in Annexure E.

Prescribed Occurrence has the meaning given to the term “Target Prescribed Occurrence” in the Scheme Implementation Agreement, and covers a range of various events, including:

- a. arrangements not being in place by 5.00 pm on the Business Day immediately prior to the Second Court Date so that there will be no Spookfish Unlisted Securities and Rights on the Scheme Record Date (and that no person has any residual entitlement to Spookfish Shares or Spookfish Options or any other consideration under or arising from any Milestone Rights, Consultancy Rights or Unissued Convertible Securities on that date);
- b. any member of the Spookfish Group undertaking or agreeing to undertake any capital expenditure in excess of \$250,000 in aggregate other than in the ordinary course of business;
- c. any “Insolvency Event” (as defined in the Scheme Implementation Agreement) occurring in relation to any member of the Spookfish Group which is material to the Spookfish Group as a whole; and
- d. Spookfish adopting a new constitution or modifying or repealing its constitution or a provision of it.

Proxy Form means the proxy form for the Scheme Meeting accompanying this Scheme Booklet.

Recommendation means the recommendation by each Spookfish Director that Spookfish Shareholders vote in favour of the resolution to approve the Scheme, which is permitted to be qualified by certain words under the Scheme Implementation Agreement.

Registered Address means, in relation to a Spookfish Shareholder, the address of that Spookfish Shareholder as shown in the Spookfish Share Register.

Regulatory Authority means:

- a. any government or local authority, any department, minister or agency of any government and any other governmental, administrative, fiscal, monetary or judicial body; and
- b. any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange.

Related Body Corporate of a corporation means a related body corporate of that corporation within the meaning of section 50 of the Corporations Act.

Relevant Interest has the meaning given in sections 608 and 609 of the Corporations Act.

Representations and Warranties means the representations and warranties given by Spookfish, which are set out in Schedule 2 of the Scheme Implementation Agreement.

Representative means, in relation to each of Spookfish and EagleView, its Related Bodies Corporate, and all directors, officers, employees, professional advisers (including financiers, financial advisers, corporate advisers, legal advisers or technical or other expert advisers or consultants) and agents of that person or any of its Related Bodies Corporate and, for the avoidance of doubt, in the case of EagleView, includes Vista Equity Partners Management, LLC.

Requisite Majorities means approval of the Scheme Resolution by:

- a. unless the Court orders otherwise, a majority in number (more than 50%) of Spookfish Shareholders present and voting at the Scheme Meeting (either in person, by proxy or attorney or in the case of corporate Spookfish Shareholders, by a duly appointed corporate representative); and
- b. at least 75% of the total number of votes cast on the Scheme Resolution by Spookfish Shareholders at the Scheme Meeting.

Scheme means the scheme of arrangement under Part 5.1 of the Corporations Act between Spookfish and Scheme Shareholders, the form of which is contained in Annexure C, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act as are acceptable to Spookfish and EagleView.

Scheme Booklet means this scheme booklet, including the Annexures.

Scheme Consideration means the amount of cash which a Scheme Shareholder is entitled to receive under the Scheme, being \$0.09 for each Scheme Share.

Scheme Implementation Agreement means the Scheme Implementation Agreement entered into between Spookfish and EagleView on 26 July 2018 (as varied by the Deed of Variation and the Second Deed of Variation). A summary is set out in Annexure A and a full copy of the original is attached to Spookfish's ASX announcement on 26 July 2018, which is available on Spookfish's website at <http://www.spookfish.com> and on the ASX's website at <http://www.asx.com.au>.

Scheme Meeting means the meeting of Spookfish Shareholders ordered by the Court to be convened pursuant to section 411(1) of the Corporations Act to consider and, if thought fit, to approve the Scheme.

Scheme Record Date means 5.00 pm (Perth time) on the fifth Business Day after the Effective Date or such other time and date as EagleView and Spookfish agree in writing.

Scheme Resolution means the resolution put to Spookfish Shareholders at the Scheme Meeting to approve the Scheme.

Scheme Share means a Spookfish Share on issue as at the Scheme Record Date, other than any Spookfish Shares held by EagleView as at the Scheme Record Date.

Scheme Shareholder means each person who holds Scheme Shares.

Second Court Date means the first day of the hearing of an application made to the Court for an order pursuant to section 411(4) (b) of the Corporations Act approving the Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing, with such hearing being the **Second Court Hearing**.

Second Deed of Variation means the Second Deed of Variation entered into between Spookfish and EagleView on 12 October 2018, which had the effect of making a variation to the Scheme Implementation Agreement (as described in Annexure A).

Section means a section of this Scheme Booklet.

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Commonwealth of Australia).

Share Registry means Computershare Investor Services Pty Limited ACN 078 279 277.

Specified Arrangements collectively means the Employment Contracts, the Innovaero Service Provider Agreement and the Development, License and Royalty Agreement.

Specified Event means an event, occurrence or matter that:

- occurs or fails to occur after the date of the Scheme Implementation Agreement;
- occurred or failed to occur before the date of the Scheme Implementation Agreement but is only announced or publicly disclosed after that date; or

- will occur after the date of the Scheme Implementation Agreement and which has not been publicly announced prior to that date.

Spookfish or Company means Spookfish Limited ACN 123 511 017.

Spookfish Board means the board of Spookfish Directors.

Spookfish Director means a director of Spookfish.

Spookfish Group means Spookfish and each of its Subsidiaries.

Spookfish Information means all information contained in this Scheme Booklet, other than the EagleView Information, Section 8 and the Independent Expert's Report.

Spookfish Option means an option in respect of a Spookfish Share.

Spookfish Performance Right means a performance right in respect of a Spookfish Share issued pursuant to the 2014 or 2017 Performance Rights Plans.

Spookfish Share means a fully paid ordinary share in the capital of Spookfish and, as the context requires, means a **Scheme Share**.

Spookfish Shareholder means each person who is registered in the Spookfish Share Register as the holder of Spookfish Shares and, as the context requires, means a **Scheme Shareholder**.

Spookfish Share Register the register of members of Spookfish maintained by or on behalf of Spookfish in accordance with section 168(1) of the Corporations Act.

Spookfish Unlisted Securities and Rights means the Spookfish Performance Rights, Spookfish Options, Milestone Rights, Consultancy Rights and Unissued Convertible Securities.

Subsidiary means a subsidiary within the meaning given to that term in the Corporations Act.

Superior Proposal has the meaning given in the Scheme Implementation Agreement.

Transaction means the acquisition of the Scheme Shares by EagleView by means of the Scheme and the transactions contemplated by the Specified Arrangements.

Unissued Convertible Securities means the 576,293 Spookfish Performance Rights (in aggregate) that Spookfish agreed on 21 May 2018 to issue to Jason Marinko, Shannon Robinson and Simon Cope.

Vista Equity Partners means Vista Equity Partners Management, LLC.

Vista Funds has the meaning given in Section 5.1.

Voting Intention means the statement by each Spookfish Director that he or she intends to cause any Spookfish Shares in which he or she has a Relevant Interest to be voted in favour of the resolution to approve the Scheme, which is permitted to be qualified by certain words under the Scheme Implementation Agreement.

VWAP means volume-weighted average price.

Work Plan means the "Work Plan for Target Options, Target Performance Rights, Milestone Rights, Consultancy Rights and Unissued Convertible Securities" that Spookfish agreed with EagleView on the date of the Scheme Implementation Agreement.

Annexure A Summary of the Scheme Implementation Agreement

Spookfish and EagleView entered into the Scheme Implementation Agreement on 26 July 2018. The Scheme Implementation Agreement sets out the obligations of Spookfish and EagleView in connection with the implementation of the Scheme. Spookfish and EagleView entered into the Deed of Variation on 10 September 2018. The Deed of Variation varied the Scheme Implementation Agreement to increase the Scheme Consideration from \$0.08 to \$0.09 and to make a consequential proportionate increase in the break fee that may be payable by either Spookfish or EagleView depending on the circumstances. Spookfish and EagleView entered into the Second Deed of Variation on 12 October 2018. The Second Deed of Variation amended clause 9.4 of the Scheme Implementation Agreement, which relates to limitations on the “No talk and no due diligence” restriction, to change the words “acting reasonably and in good faith” to “acting in good faith”.

A full copy of the Scheme Implementation Agreement is attached to Spookfish’s ASX announcement on 26 July 2018 and a full copy of the Deed of Variation is attached to Spookfish’s ASX announcement on 10 September 2018, both of which are available from Spookfish’s website at <http://www.spookfish.com> and from the ASX’s website at <http://www.asx.com.au>.

The following is a summary only and is qualified in its entirety by the full text of the Scheme Implementation Agreement (as varied by the Deed of Variation and the Second Deed of Variation). All capitalised terms used in this Annexure have the meaning given to them in Section 10, unless otherwise indicated.

CONDITIONS

The implementation of the Scheme is subject to the satisfaction or waiver (as applicable) of the following Conditions:

- a. **Shareholder approval:** Spookfish Shareholders approve the Scheme by the majorities required under section 411(4)(a)(ii) of the Corporations Act.
- b. **Court approval:** the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act.
- c. **FIRB approval:** before the Scheme Meeting the Treasurer has either:
 - i. provided written notice that there is no objection under the *Foreign Acquisitions and Takeovers Act 1975* (Commonwealth of Australia) to the proposed acquisition by EagleView of the Scheme Shares, with the notice of no objection being either unconditional or subject to only the Taxation Conditions and/or other conditions which are reasonably acceptable to EagleView; or
 - ii. become precluded from exercising any power to make an order under the *Foreign Acquisitions and Takeovers Act 1975* (Commonwealth of Australia) in relation to the Scheme.
- d. **Other regulatory approvals:** on or before 8.00 am on the Second Court Date all consents, waivers and regulatory approvals that Spookfish and EagleView (acting reasonably) agree are necessary or desirable to implement the Scheme (other than the approval of FIRB noted above) are granted or obtained and are not withdrawn, cancelled or revoked.
- e. **Restraints:** no temporary restraining order, preliminary or permanent injunction or other temporary, preliminary or final order issued by any court of competent jurisdiction, no preliminary or final decision, determination, notice of objection, or order issued by any Regulatory Authority or any other legal restraint preventing any of the transactions contemplated by the Scheme Implementation Agreement is in effect at 8.00 am on the Second Court Date.
- f. **Independent Expert’s Report:** the Independent Expert does not change or publically withdraw its conclusion that the Scheme is in the best interests of Spookfish Shareholders prior to 8.00 am on the Second Court Date.
- g. **Material Adverse Change:** no Material Adverse Change occurs or becomes known to EagleView between the date of the Scheme Implementation Agreement and 8.00 am on the Second Court Date.
- h. **Prescribed Occurrence:** no Prescribed Occurrence occurs or becomes known to EagleView between the date of the Scheme Implementation Agreement and 8.00 am on the Second Court Date.
- i. **Spookfish warranties:** the Representations and Warranties are true and correct in all material respects as at the time they are given or made.
- j. **EagleView warranties:** the representations and warranties made by EagleView and set out in Schedule 1 of the Scheme Implementation Agreement are true and correct in all material respects as at the time they are given or made.
- k. **Specified Arrangements:** none of the Specified Arrangements have been terminated or amended, or any rights under the Specified Arrangements waived, before 8.00 am on the Second Court Date.

Please refer to Section 9.5 for further details about the Specified Arrangements.

The Conditions in paragraphs (a) to (c) above cannot be waived.

As far as Spookfish is aware, immediately before the date of this Scheme Booklet no circumstances have occurred which will cause any of the Conditions not to be satisfied or to become incapable of satisfaction. These matters will continue to be assessed until the latest time each Condition is to be satisfied, which for many of the Conditions is 8.00 am on the Second Court Date.

IF THE CONDITIONS ARE NOT MET

If:

- a. there is a breach or non-fulfilment of a Condition which is not waived in accordance with the Scheme Implementation Agreement by the time or date specified for the satisfaction of the Condition;
- b. there is an act, failure to act, event or occurrence which will, or which either party becomes aware will, prevent a Condition being satisfied by the time or date specified in the Scheme Implementation Agreement for the satisfaction of the Condition (and the breach or non-fulfilment which would otherwise occur has not already been waived in accordance with the Scheme Implementation Agreement); or
- c. the Scheme has not become Effective by the End Date,

then the parties must consult, acting reasonably and in good faith, with a view to determining whether the Scheme may proceed by way of alternative means or methods, to extend the relevant time for satisfaction of the Condition or to adjourn or change the date of an application to the Court or to extend the End Date.

SCHEME CONSIDERATION

Subject to the Scheme becoming Effective:

- a. Scheme Shareholders will receive the Scheme Consideration of \$0.09 for each Scheme Share held by them at the Scheme Record Date; and
- b. the Scheme Consideration will be paid on the Implementation Date, in accordance with the Scheme.

CONDUCT OF BUSINESS

Subject to certain exceptions, up to and including the Implementation Date, Spookfish must, and must procure that each other member of the Spookfish Group:

- a. conducts its business and operations in the ordinary and usual course and substantially consistent (subject to any applicable laws, regulations and licence conditions) with the manner in which its business and operations were conducted in the 12 months prior to the date of the Scheme Implementation Agreement;
- b. conducts its business and operations in accordance with all material applicable laws and regulations; and
- c. ensures that no Prescribed Occurrence occurs.

In addition, subject to certain exceptions, up to and including the Implementation Date, Spookfish must not, and must procure that each other member of the Spookfish Group does not take specified actions including the following:

- a. vary or terminate a Material Document, fail to enforce a material breach of the terms of any Material Document, or do anything or omit to do anything which might result in the variation or termination of, or materially impact the ability to enforce, any Material Document; or
- b. breach in any material respect any Material Document or do anything which is or would with the giving of notice or lapse of time constitute an event of default or similar event, or give another party a termination right or right to accelerate any right or obligation, under a Material Document, or waive any material third party default, or institute or accept as a settlement or compromise of a material matter an amount that is less than the full compensation due to Spookfish or a Subsidiary of Spookfish.

ACCESS

Up to and including the Implementation Date, Spookfish must provide EagleView with any documents, records and other information and reasonable, non-disruptive access, during normal business hours and on reasonable notice, to Spookfish's officers and advisers for the purposes of:

- a. understanding Spookfish's financial position, trading performance and management control systems;
- b. implementing the Scheme;
- c. preparing for carrying on the business of the Spookfish Group following implementation of the Scheme; and
- d. any other purpose which is agreed in writing between the parties,

provided in every case that such access is reasonably necessary to EagleView and, in the reasonable opinion of Spookfish, does not place an unreasonable burden on the ability of Spookfish to run its business.

SPOOKFISH UNLISTED SECURITIES AND RIGHTS

Under the Scheme Implementation Agreement:

- a. Spookfish must give effect to the treatment of the Spookfish Unlisted Securities and Rights in accordance with the Work Plan and EagleView must provide all necessary assistance in accordance with the Work Plan, including agreeing to cancel or allowing to lapse any of its Spookfish Options on or before the Scheme Record Date in accordance with the Work Plan;
- b. by 5.00 pm on the Business Day immediately prior to the Second Court Date, Spookfish must ensure that arrangements are in place so that there will be no outstanding Spookfish Unlisted Securities and Rights on the Scheme Record Date (and that no person has any residual entitlement to Spookfish Shares or Spookfish Options or any other consideration arising under or arising from any Milestone Rights, Consultancy Rights or Unissued Convertible Securities on that date); and

c. Spookfish must:

- i. keep EagleView promptly and reasonably informed of the steps taken by Spookfish and of its progress towards implementation of the Work Plan;
- ii. promptly notify EagleView in writing of any event which will prevent the arrangements contemplated by the Work Plan being in place by 5.00 pm on the Business Day immediately prior to the Second Court Date; and
- iii. if requested by EagleView, provide EagleView with confirmation and reasonable supporting materials that all of the arrangements contemplated by the Work Plan have been put in place by no later than 5.00 pm on the Business Day immediately prior to the Second Court Date.

Please refer to Section 1.13 for further details about the treatment of Spookfish Unlisted Securities and Rights if the Scheme proceeds.

EXCLUSIVITY

NO SHOP

During the Exclusivity Period, Spookfish must not, and must ensure that its Representatives do not, except with the prior written consent of EagleView, directly or indirectly solicit, invite, initiate or encourage any Competing Proposal or any inquiry, expression of interest, offer, proposal, negotiations or discussions by or with any third party in relation to, or that may reasonably be expected to encourage or lead to the making of, a Competing Proposal, or communicate any intention to any person to do any of those things.

NO TALK AND NO DUE DILIGENCE

During the Exclusivity Period, Spookfish must not, and must ensure that its Representatives do not, except with the prior written consent of EagleView, directly or indirectly:

- a. enter into, continue or participate in any negotiations or discussions with any third party in relation to, or accept or enter into, or offer to accept or enter into, a Competing Proposal or any agreement, arrangement or understanding in relation to, or that may reasonably be expected to lead to, a Competing Proposal;
- b. directly or indirectly make available to any third party, or permit any third party to receive, any non-public information relating to any member of the Spookfish Group or their businesses or operations; or
- c. communicate to any person an intention to do anything referred to above.

FIDUCIARY EXCEPTION

The “No talk and no due diligence” exclusivity provision does not apply to the extent that it restricts Spookfish or its Representatives from taking actions in relation to a proposed bona fide Competing Proposal (which was not solicited, invited, initiated or encouraged by Spookfish or its Representatives in contravention of the “No talk and no due diligence” exclusivity provision and was not otherwise brought about as a result of any breach by Spookfish of its obligations under the other exclusivity provisions in the Scheme Implementation Agreement), where the Spookfish Board, has determined, acting in good faith, that not undertaking that act in response to the proposed bona fide Competing Proposal would be reasonably likely to constitute a breach of the fiduciary or statutory duties owed by the Spookfish Directors or otherwise be unlawful, subject to other criteria also being met.

If the Spookfish Board determines, acting reasonably and in good faith, that the “No talk and no due diligence” exclusivity provision does not apply, then Spookfish must enter into a confidentiality agreement with the relevant third party that contains certain characteristics, including provisions that are no less favourable in the aggregate to Spookfish than those in the confidentiality agreement Spookfish entered into with EagleView and Vista Equity Partners Management, LLC.

SPOOKFISH NOTICE OF COMPETING PROPOSAL

During the Exclusivity Period, Spookfish must notify EagleView in writing as soon as reasonably practicable, and in any event within 2 Business Days, if it, or any of its Representatives, receives or becomes aware of any:

- a. approach or proposal, whether written or otherwise, made to Spookfish or any of its Representatives in connection with a Competing Proposal, including certain details regarding such approach or proposal; or
- b. provision by Spookfish or any of its Representatives of any information relating to Spookfish or any of its Related Bodies Corporate or any of their businesses or operations to any person in connection with or for the purposes of the person formulating, developing or finalising a current or future Competing Proposal.

The above obligations do not apply to the extent that they require Spookfish to provide information if the Spookfish Board has determined, acting reasonably and in good faith and after having considered written advice from the Spookfish Board’s external legal advisers, that the consequences of providing the relevant information would be reasonably likely to constitute a breach of the fiduciary or statutory duties owed by the Spookfish Directors or otherwise be unlawful.

EAGLEVIEW MATCHING RIGHT

During the Exclusivity Period, Spookfish:

- a. must use its reasonable endeavours to procure that none of its directors withdraw or change their Recommendation or otherwise make a public statement to endorse or recommend a Competing Proposal; and
- b. must not enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which a third party, Spookfish or both proposes or propose to undertake or give effect to a Competing Proposal,

unless a procedure is followed that grants EagleView the opportunity to submit a counter proposal within three Business Days.

If the Spookfish Board determines, acting reasonably and in good faith, that the EagleView counter proposal (if provided and whether by way of amendments to the Scheme or a new proposal) would deliver an equivalent or superior outcome for Spookfish Shareholders (as a whole) compared with the relevant Competing Proposal (taking into account all aspects of the EagleView counter proposal as compared to all aspects of the relevant Competing Proposal), then Spookfish and EagleView must each use their reasonable endeavours to agree and enter into such documentation as is necessary to reflect and implement the EagleView counter proposal as soon as reasonably practicable and Spookfish must use its reasonable endeavours to procure that each Spookfish Director publicly recommends the EagleView counter proposal.

REPRESENTATION AND WARRANTIES

The Scheme Implementation Agreement contains customary and other representations and warranties by each of Spookfish and EagleView.

BREAK FEES

EAGLEVIEW BREAK FEE

EagleView must pay Spookfish \$1,327,500, without deduction, set-off or withholding and within 5 Business Days after receipt of a valid demand from Spookfish if:

- a. the Scheme does not proceed because Spookfish validly terminates the Scheme Implementation Agreement and at such time EagleView does not have a termination right under a particular clause; or
- b. EagleView does not pay or procure the payment of the Scheme Consideration in accordance with the terms and conditions of the Scheme Implementation Agreement or the Deed Poll.

SPOOKFISH BREAK FEE

Spookfish must pay EagleView \$1,327,500, without deduction, set-off or withholding and within 5 Business Days after receipt of a valid demand from EagleView if:

- a. a Competing Proposal is announced by a third party during the Exclusivity Period (whether or not such proposal is stated to be subject to any pre-conditions) and, within 12 months thereafter, the third party proposing the Competing Proposal or any Associate of that third party:
 - i. completes a Competing Proposal of a certain kind;
 - ii. acquires a Relevant Interest in more than 50% of Spookfish Shares; or
 - iii. enters into an agreement, arrangement or understanding with one or more members of the Spookfish Group or Spookfish Directors that requires the abandonment, or otherwise the failure to proceed with, the Transaction;
- b. subject to an exception relating to the Independent Expert's Report, any Spookfish Director fails to make the Recommendation, withdraws their Recommendation, adversely changes or qualifies their Recommendation or Voting Intention or otherwise makes a public statement indicating that he or she no longer supports the Scheme or publicly recommends a Competing Proposal;
- c. Spookfish terminates the Scheme Implementation Agreement under certain provisions due to the Independent Expert concluding in the Independent Expert's Report (either in its initial report or a subsequent update of its report) that the Scheme is not in the best interests of Spookfish Shareholders, where the reason for that conclusion is a Competing Proposal; or
- d. EagleView validly terminates the Scheme Implementation Agreement under certain provisions and, in certain circumstances, Spookfish does not have a right to terminate the Scheme Implementation Agreement for EagleView's material breach.

TERMINATION

The Scheme Implementation Agreement may only be terminated by EagleView or Spookfish in the circumstances contemplated below, or if the parties agree in writing to terminate the Scheme Implementation Agreement.

TERMINATION BY SPOOKFISH

Spookfish may terminate the Scheme Implementation Agreement at any time before 8.00 am on the Second Court Date:

- a. where a Condition is for the benefit of Spookfish and is not satisfied or waived (after the parties, having consulted, acting reasonably and in good faith, cannot reach an agreement to enable the Scheme to proceed by way of alternative means or methods, to extend the time for satisfaction of the relevant Condition or to adjourn or change the date of an application to the Court or to extend the End Date); or
- b. by notice in writing to EagleView if:
 - i. EagleView is in material breach of any clause of the Scheme Implementation Agreement (including if any of the warranties given by EagleView are not true and correct in all material respects) and has not remedied that breach within 5 Business Days of being given notice (or any shorter period ending at 6.00 pm on the Business Day immediately before the Second Court Date);
 - ii. a majority of Spookfish Directors publicly adversely change or withdraw their Recommendation or Voting Intention or publicly recommend a Competing Proposal that is a Superior Proposal, provided that the Competing Proposal was not solicited or facilitated by Spookfish or its Representatives in breach of Spookfish's exclusivity obligations; or
 - iii. the Independent Expert concludes in the Independent Expert's Report (either in its initial report or a subsequent update of its report) that the Scheme is not in the best interests of Spookfish Shareholders.

Spookfish may also terminate the Scheme Implementation Agreement if the Court refuses to make orders approving the Scheme and either the parties agree in writing that Spookfish should not appeal that decision or an independent senior counsel of the Western Australian bar advises that, in their opinion, an appeal would have no reasonable prospect of success before the End Date.

TERMINATION BY EAGLEVIEW

EagleView may terminate the Scheme Implementation Agreement at any time before 8.00 am on the Second Court Date:

- a. where a Condition is for the benefit of EagleView and is not satisfied or waived (after the parties, having consulted, acting reasonably and in good faith, cannot reach an agreement to enable the Scheme to proceed by way of alternative means or methods, to extend the time for satisfaction of the relevant Condition or to adjourn or change the date of an application to the Court or to extend the End Date); or
- b. by notice in writing to Spookfish if:
 - i. Spookfish is in material breach of any clause of the Scheme Implementation Agreement (including if any of the warranties given by Spookfish are not true and correct in all material respects or as a result of a Prescribed Occurrence) (but excluding a breach of certain clauses relating to Recommendations and Voting Intentions) and has not remedied that breach within 5 Business Days of being given notice (or any shorter period ending at 6.00 pm on the Business Day immediately before the Second Court Date);
 - ii. Spookfish is in breach of certain clauses relating to Recommendations and Voting Intentions (including due to any of the Spookfish Directors failing to make the Recommendation); or
 - iii. any Spookfish Director withdraws their Recommendation, adversely changes or qualifies their Recommendation or Voting Intention or otherwise makes a public statement indicating that he or she no longer supports the Scheme or publicly recommends a Competing Proposal, for any reason, whether or not permitted to do so under the Scheme Implementation Agreement.

EagleView may also terminate the Scheme Implementation Agreement if the Court refuses to make orders approving the Scheme and either the parties agree in writing that Spookfish should not appeal that decision or an independent senior counsel of the Western Australian bar advises that, in their opinion, an appeal would have no reasonable prospect of success before the End Date.

OBLIGATIONS ON TERMINATION

On termination of the Scheme Implementation Agreement, all provisions cease to have effect and the parties will have no further obligations (except in respect of certain clauses which are expressed to survive termination) provided that, subject to limitation of liability clauses, neither party is released from liability for any pre-termination wilful breach of the Scheme Implementation Agreement.

OTHER CLAUSES

The Scheme Implementation Agreement contains other clauses. These include some clauses which are customary for an agreement of this nature. A full copy of the Scheme Implementation Agreement is attached to Spookfish's ASX announcement on 26 July 2018, which is available on Spookfish's website at <http://www.spookfish.com> and on the ASX's website at <http://www.asx.com.au>.

Annexure B Independent Expert's Report



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The Directors
Spookfish Limited
10 Brodie-Hall Drive, Technology Park
Bentley WA 6102

14 September 2018

Dear Directors

INDEPENDENT EXPERT REPORT AND FINANCIAL SERVICES GUIDE

PART ONE – INDEPENDENT EXPERT REPORT

1 Introduction

On 26 July 2018, Spookfish Limited (**Spookfish** or the **Company**) announced that it had entered into a Scheme Implementation Agreement (**SIA**) with Eagle View Technologies Inc. (**EagleView**), pursuant to which EagleView will acquire all of the issued capital of Spookfish that it doesn't already own (**Scheme**).

Under the terms of the Scheme, Spookfish shareholders other than EagleView (**Scheme Shareholders**) were to receive \$0.08¹ cash for each Spookfish ordinary share held. On 10 September 2018, Spookfish announced that EagleView had agreed to increase the scheme consideration to \$0.09 cash for each Spookfish Share (the **Scheme Consideration**). In addition, Spookfish announced to the ASX that it had received a letter from Hoperidge Enterprises Pty Ltd (**Hoperidge**) as trustee for the Jones Family Trust. The letter contains a confirmation from Hoperidge that as at 7 September 2018, it held an approximate 19.9% relevant interest in Spookfish (249,863,357 shares) and that, in the absence of a superior proposal (as defined in the SIA), it intends to vote in favour of the Scheme (now that the Scheme Consideration has been increased to \$0.09).

Spookfish is an Australian public company listed on the official list of ASX Limited (**ASX**). Spookfish engages in the development and commercialisation of geospatial imagery products and services. As at 25 July 2018, Spookfish had a closing market capitalisation of approximately \$63.8 million. Spookfish is headquartered in Perth, Western Australia (**WA**).

EagleView is a United States (**US**) domiciled company wholly owned by EagleView Technology Corporation, a private company also based in the US. EagleView provides aerial imagery, data analytics and geographic information system (**GIS**) solutions to government, infrastructure and commercial sectors. EagleView is Spookfish's largest shareholder with a relevant interest of approximately 10.4% in the voting shares of Spookfish at the 10 September 2018.

¹ All amounts are stated in Australian dollars (\$) or AUD unless otherwise specifically noted



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Completion of the Scheme requires the approval of Scheme Shareholders and the satisfaction of various conditions precedent (set out in Section 2.1). The Directors of Spookfish (**the Directors**) have unanimously recommended Scheme Shareholders vote in favour of the Scheme, in the absence of a superior offer and subject to this report concluding that the Scheme is in the best interests of Scheme Shareholders. As at the date of this report, the Directors have not withdrawn or modified their recommendation.

The Directors have requested KPMG Financial Advisory Services (Australia) Pty Ltd (of which KPMG Corporate Finance is a division) (**KPMG Corporate Finance**) prepare an Independent Expert Report (**IER**) to Scheme Shareholders in relation to the Scheme. The purpose of the IER is to set out whether or not, in our opinion, the Scheme is in the best interests of Scheme Shareholders as a whole.

The specific terms of the resolutions to be approved by Scheme Shareholders in relation to the Scheme are set out in the documents to be sent to Scheme Shareholders (**Scheme Booklet**) to which this report is attached. This report should be considered in conjunction with and not independently of the information set out in the Scheme Booklet.

KPMG Corporate Finance's Financial Services Guide is contained in Part Two of this report.

2 Summary of the Scheme

The principal terms of the Scheme as they affect Spookfish shareholders are that Scheme Shareholders will receive \$0.09 cash in respect of each Spookfish ordinary share held.

2.1 Conditions precedent

Completion of the Scheme is subject to a number of conditions precedent as set out in the SIA, including, but not limited to:

- The Court approving the Scheme in accordance with section 411(4)(b) of the Corporations Act
- Australian Foreign Investment Review Board (**FIRB**) approval: before the meeting of Spookfish shareholders to consider the Scheme (**Scheme Meeting**) the Treasurer has either provided written notice that there is no objection under the Foreign Acquisitions and Takeovers Act 1975 (Cth) to the proposed acquisition by EagleView of Spookfish, with the notice being subject only to certain conditions, or the Treasurer has become precluded from exercising any power to make an order under that Foreign Acquisition and Takeovers Act 1975 (Cth) in relation to the Scheme
- all consents, waivers and regulatory approvals which Spookfish and EagleView (acting reasonably) agree are necessary or desirable to implement the Scheme (other than the FIRB approval above) are granted or obtained and those consents, waivers and regulatory approvals are not withdrawn, cancelled or revoked
- Scheme Shareholders approving the Scheme by the requisite majorities
- the independent expert concluding that the Scheme is in the best interests of Spookfish shareholders and that the independent expert does not change or publicly withdraw this conclusion
- no material adverse change or prescribed occurrence in respect of Spookfish.

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As at the date of this report, Spookfish is not aware of any reason why the conditions precedent will not be satisfied.

The SIA contains exclusivity provisions including no-shop, no-talk and no due diligence restrictions, as well as a notification obligation and a matching right. The no-talk and no due diligence restrictions and the notification obligation are subject to the fiduciary duties of the Directors. The SIA (as varied by the Deed of Variation entered into by Spookfish and EagleView on 10 September 2018) also includes a reimbursement fee of \$1.3275 million that may be payable by either Spookfish or EagleView to the other party in certain circumstances leading to the Scheme not proceeding and various other standard provisions relevant to the Scheme.

Further details in relation to the Scheme are set out in the Scheme Booklet to which this report is attached, and also in the SIA included with the Company's announcement of the Scheme on 26 July 2018.

3 Scope of Report

Section 411(3) of the Corporations Act 2001 (**the Act**) requires that an explanatory statement issued in relation to a proposed scheme of arrangement under Section 411 of the Act include information that is material to the making of a decision by a creditor or member as to whether or not to agree with the relevant proposal. In this regard, the Directors have requested KPMG Corporate Finance to prepare an IER to satisfy the requirements of Section 411 (although there is no technical requirement in the current circumstances for an IER to be prepared in relation to the Scheme).

The report prepared by the expert must state whether, in the expert's opinion, the proposed scheme of arrangement is in the best interests of the members of the body as a whole and set out the expert's reason(s) for forming that opinion.

In undertaking our work, we have referred to guidance provided by ASIC in its Regulatory Guides, in particular Regulatory Guide 111 'Content of expert reports' (**RG 111**) which outlines the principles and matters which it expects a person preparing an IER to consider when providing an opinion on whether a transaction is "fair and reasonable", and therefore "in the best interests" of Scheme Shareholders.

3.1 Basis of assessment

RG 111 indicates the principles and matters which it expects a person preparing an independent expert report to consider. RG 111.18 states that where a scheme of arrangement is used as an alternative to a takeover bid, the form of analysis undertaken by the expert should be substantially the same as for a takeover bid. That form of analysis considers whether the transaction is "fair and reasonable" and, as such, incorporates issues as to value. In particular:

- 'fair and reasonable' is not regarded as a compound phrase
- an offer is 'fair' if the value of the offer price or consideration is equal to or greater than the value of the shares subject to the offer
- an offer is 'reasonable' if it is 'fair'



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- an offer might also be 'reasonable' if, despite being 'not fair', the expert believes that there are sufficient reasons for shareholders to accept the offer in the absence of any higher bid before the close of the offer.

As noted, RG 111 provides that an offer is fair if the value of the consideration is equal to or greater than the value of the shares subject to the offer. It is a requirement of RG 111 that the comparison be made assuming 100% ownership of the 'target' and irrespective of whether the consideration is scrip or cash and without regard to the percentage holding of the bidder or its associates in the target prior to the bid. That is, RG 111 requires the value of the target to be assessed as if the bidder was acquiring 100% of the issued equity (i.e. on a controlling interest basis). In addition, RG 111 notes that the weight of judicial authority is that an expert should not reflect 'special value' that might accrue to the acquirer.

As such, we have not included the value of special benefits that may be unique to EagleView. Accordingly, our valuation of Spookfish has been determined without regard to the specific bidder, and any special benefits have been considered separately.

Reasonableness involves an analysis of other factors that shareholders might consider prior to accepting an offer, such as but not limited to:

- the bidder's pre-existing shareholding in the target
- the liquidity of the market in the target's shares
- any special value of the target to the bidder
- the likely market price of the target's shares in the absence of the offer
- any conditions associated with the Scheme
- the likelihood of an alternative offer being made
- the consequences of not approving the Scheme.

4 Summary of opinion

In our opinion, having considered the overall implications of the Scheme, the Scheme is fair and reasonable and therefore in the best interests of Scheme Shareholders, in the absence of a superior offer.

The primary matter considered by us in forming this opinion was whether the Scheme Consideration to be paid by EagleView under the terms of Scheme, being \$0.09 for each Spookfish ordinary share on issue at the record date, is fair to Scheme Shareholders.

We have assessed the value of a Spookfish share, inclusive of a premium for control, to lie in the range of \$0.059 to \$0.075, which compares to the Scheme Consideration of \$0.09 per Spookfish share. As the Scheme Consideration exceeds our assessed value range for a Spookfish share, inclusive of a premium for control, we consider the Scheme to be fair.

Spookfish is yet to trade profitably and as at 30 June 2018 had accumulated losses recorded in its Statement of Financial Position of \$48.1 million and net tangible assets of just \$5.7 million. In contrast,

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Spookfish had a closing market capitalisation of \$63.8 million on 25 July 2018, being the last day prior to the announcement of the Scheme. Accordingly, it is clear that investors are valuing Spookfish based on its future earnings potential rather than by reference to current or near-term earnings, revenue or asset backing.

As a result it is difficult to form a definitive view on value as it is largely dependent upon the timing and extent of the, as yet largely unrealised, uptake of Spookfish's product offerings. Although we consider our range of assessed values for a share in Spookfish at the date of this report to be reasonable, the range of values that could reasonably be attributed to Spookfish is wide. Depending upon Scheme Shareholders views as to the prospects and risks of the Company and, in particular, the successful commercialisation of its product suite, individual Scheme Shareholders could form a view that the value of Spookfish differs to our assessed range. In this regard we note that our range of assessed values has had particular consideration to trading in Spookfish shares over the 12 months prior to the announcement of the Scheme. It is clear however that Spookfish shares have traded lower since April 2018 reflecting the negative market reaction to the significant dilutionary impact of the issue of the first tranche of shares to the original vendors of the Spookfish business. Had greater weighting been given to trading since April 2018, this would have resulted in a lower range of assessed values.

Whilst the Scheme has been assessed as being fair and therefore pursuant to the operation of RG111 is deemed to also be reasonable, in our view, although not "technically" necessary, evaluation of the Scheme requires assessment of both value and any other matters that may impact upon Scheme Shareholders.

Essentially, the key decision for Scheme Shareholders in these circumstances is whether the opportunity for Scheme Shareholders to receive a certain cash amount of \$0.09 per share now outweighs the uncertainty surrounding the ability of Scheme Shareholders to realise, whether through future dividends and/or exit, an aggregate amount that exceeds, in present value terms, \$0.09 at some point in the future.

We note that the Scheme Consideration represents a significant premium to:

- the closing price of a Spookfish share of \$0.051 on 25 July 2018, being the last trading day prior to the announcement of the Scheme;
- the volume weighted average price (VWAP) for a Spookfish share when measured at various points over the twelve months preceding the announcement of the Scheme,

and also to the VWAP for a Spookfish share in the period since 26 July 2018 to 7 September 2018.

The value of a company, and in particular a software development company, changes as it moves through each stage of the development cycle, with each step potentially having a significant impact upon trading prices, either positive or negative. Spookfish is currently transitioning from a product development to a commercialisation phase. Whilst each of Spookfish's current product offerings has the potential for value enhancement over the short to medium term, each of these projects still has development and commercial risks attaching to them and therefore there is no certainty that the full potential of these projects will be realised.



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Scheme Shareholders should also note that whilst our range of assessed values for a share in Spookfish includes the impact of a contingent obligation to issue an additional 214 million ordinary shares to the original vendors of the Spookfish business (**Milestone 2 shares**), which is expected to crystallise sometime in early 2019, noting that the vesting conditions for the issue of the Milestone 2 shares are largely dependent upon EagleView's ability to successfully deploy the Spookfish camera systems into commercial use, it is clear that Spookfish will need to raise additional funds to maintain the currency of its existing product suite, manage working capital requirements and finance its expansion strategy.

In the event Spookfish was to seek funding in its own right and was required to raise any portion of the necessary development/expansion capital in the form of additional equity, should existing Scheme Shareholders either be not invited or elect not to participate in any equity raise, those Spookfish shareholders would likely be diluted.

Further information in relation to each of the above and other matters we have considered in forming our opinion is set out below.

The decision whether or not to approve the Scheme is a matter for individual Scheme Shareholders based on their views as to value, expectations about future market conditions and their particular circumstances including investment strategy and portfolio structure, risk profile and tax position. Scheme Shareholders should consult their own professional advisor, if in doubt, regarding the action they should take in relation to the Scheme.

5 Assessment of the fairness of the Scheme

The Consideration to be received by Scheme Shareholders of \$0.09 for each Spookfish share on issue is fair

We have assessed the value of a Spookfish share, inclusive of a premium for control, as lying in the range of \$0.059 to \$0.075, which compares to the Scheme Consideration of \$0.09 per Spookfish share. Accordingly the Scheme Consideration is assessed to be fair.

Our range of assessed values does not include any adjustments for strategic or operational benefits unique to EagleView associated with control of Spookfish, nor does it include an adjustment to reflect that EagleView already holds approximately 10.4% of the issued capital of Spookfish. Accordingly, our range of values has been prepared independent of the specific circumstances of any potential bidder.

As Spookfish is yet to achieve a track record of profitable trading and neither Spookfish or KPMG Corporate Finance consider there to be a reasonable basis to prepare longer term earnings or cash flow projections at this time, we have valued Spookfish by principal reference to:

- recent VWAP for Spookfish shares over the 12 months prior to the announcement of the Scheme
- typical control premiums paid in the Geophysical Surveying and Mapping Services, Computer Integrated Systems Design and Surveying Services sectors over the past ten years of between 25% and 40%
- the dilutionary impact of the Milestone 2 shares, noting that the vesting conditions for the issue of the Milestone 2 shares are largely dependent upon EagleView's ability to successfully deploy the

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Spookfish camera systems into commercial use, and other “in-the-money” options and performance rights.

Table 1: Assessed value of a Spookfish share, inclusive of premium for control

Period up to and including 25 July 2018	\$	25% control premium	40% control premium
Closing share price – 25 July 2018 - \$	0.051	0.064	0.071
VWAP – 1 day - \$	0.051	0.064	0.071
VWAP – 1 week - \$	0.051	0.064	0.071
VWAP – 1 month - \$	0.050	0.062	0.070
VWAP – 3 months - \$	0.046	0.058	0.065
VWAP – 6 months - \$	0.052	0.065	0.073
VWAP – 12 months - \$	0.066	0.082	0.092
Assessed undiluted value per share - \$		0.070	0.090
Ordinary shares ¹ – undiluted 000s		1,250,111	1,250,111
Assessed total equity value – undiluted \$000s		87,508	112,510
Cash from the exercise of performance rights / options \$000s		6,281	11,020
Total equity value – diluted \$000s		93,788	123,530
Ordinary shares – diluted 000s ²		1,595,417	1,648,072
Value per share – diluted \$		0.059	0.075

Notes:

1. Spookfish undiluted shares on issue taken as at 25 July 2018 in order to ensure consistency with quoted market price analysis

2. Diluted ordinary shares include 214 million Milestone 2 shares and 131.3 million (low end) and 184.0 million (high end) of “in the money” options and performance rights based on our assessed range of undiluted value per share of \$0.07 to \$0.09. In the event the Scheme is approved, the number of Milestone 2 shares participating in the Scheme will be reduced to 139.1 million in accordance with the terms of the original acquisition agreement. As this reduction in the number of Milestone 2 shares will only occur in the context of a takeover offer, this does not impact the value of a Spookfish share in the absence of the Scheme

3. May not add due to rounding.

Source: Capital IQ and KPMG Corporate Finance analysis

A comparison of the Scheme Consideration to our assessed value per Spookfish share on a control basis is outlined in the table below.



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Table 2: Comparison of our assessed value to the Scheme Consideration

	Low	High
Offer price per Spookfish share - \$	0.090	0.090
Assessed value per Spookfish share - \$	0.059	0.075
Premium	52.5%	20.0%
<i>Note: Figures may not add exactly due to rounding</i>		

Source: KPMG Corporate Finance analysis

We note the premium set out in the table above is in addition to the full premium for control already included in our range of assessed market values for a Spookfish share.

5.1 Assessment of the reasonableness of the Scheme

Advantages

The Scheme Consideration represents a premium to recent trading prices for Spookfish shares

The Scheme Consideration of \$0.09 cash for each Spookfish share represents a premium to Spookfish's historical VWAP in the twelve months leading up to the announcement of the Scheme as set out in the table below.

Table 3: Premium of the Scheme Consideration to pre-announcement trading prices

Period up to and including 25 July 2018	VWAP \$	Scheme Consideration \$	Implied premium %
VWAP – 1 day	0.051	0.090	76.5
VWAP – 1 week	0.051	0.090	76.5
VWAP – 1 month	0.050	0.090	80.0
VWAP – 3 months	0.046	0.090	95.7
VWAP – 6 months	0.052	0.090	73.1
VWAP – 12 months	0.066	0.090	36.4

Source: Capital IQ and KPMG Corporate Finance Analysis

It is commonly accepted that acquirers of 100% of a business should pay a premium over the value implied by the trading price of a share to reflect their ability to obtain control over the target's strategy and operations, as well as extract synergies from the integration. In order to assess a reasonable range for implied acquisition premia, we have analysed transaction data included in the Geophysical Surveying and Mapping Services, Computer Integrated Systems Design and Surveying Services sectors over the past 10 years. A data set of 183 takeovers was sourced from Mergerstat, constituting successful bids, where data on implied market values utilising one day and one week premia were available. Including all 183 transactions, the average and median premia are approximately 35% and 24% respectively on a 1 day basis and 39% and 28% respectively on a 1 week basis. Excluding those transactions considered by us to be outliers, the average and median premia are approximately 36% and 27% respectively on a 1 day basis and 39% and 31% respectively on a 1 week basis.



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Having considered these factors and the nature of the distribution of our observed data, we consider, on balance, that it is reasonable to suggest that successful transactions in the overall Geophysical Surveying and Mapping Services, Computer Integrated Systems Design and Surveying Services sectors are typically likely to complete within an acquisition premia range of 25% to 40%. We note that this is not inconsistent with premiums we have observed in the Australian market as a whole.

We also note that EagleView has an existing 10.4% interest in Spookfish. Whilst it is reasonable to accept there to be a premium for control to be paid for Spookfish to reflect advantages associated with acquiring a pool of assets and other strategic and operational benefits, it is arguable from a commercial perspective that EagleView should not be required to pay a full premium for control.

The Scheme provides the opportunity for all Scheme Shareholders to exit their investment now for a certain cash amount

Pursuant to the terms of the Scheme, Scheme Shareholders will receive a fixed consideration of \$0.09 for each Spookfish share on issue in the event that the Scheme is approved. This provides Scheme Shareholders certainty in relation to the pre-tax amount they will receive for their investment.

In the absence of the Scheme or a similar transaction, shareholders wishing to exit their investment will be required to do so through the securities exchange of ASX, which may also incur brokerage fees.

The Scheme is currently the only option available for Scheme Shareholders to realise value in excess of recently traded prices

In assessing the merits of the Scheme, we have considered the likelihood of an alternative offer emerging and we consider that, whilst not without possibility, is unlikely due to:

- EagleView's existing 10.4% shareholding, representing a blocking stake to an unsolicited takeover offer the Company as a whole in the absence of EagleView's agreement
- EagleView holds the exclusive licence to operate Spookfish's technologies in North America until at least May 2023, which is likely to represent a significant impediment to receiving a third party offer from an existing industry participant. Whilst certain financial investors have expressed an interest in acquiring an equity interest in the Company in the past, this interest did not extend to the Company as a whole
- no alternative proposal capable of acceptance has emerged since the announcement of the Scheme.

We also note that the SIA (as varied) provides for the reimbursement to EagleView of \$1.3275 million in certain circumstances, which includes the acquisition of Spookfish by a third party within 12 months of a competing proposal being made by the third party during the exclusivity period provided to EagleView. In addition, EagleView has the right to match any competing bid.

In the absence of the Scheme, Spookfish's share price may fall from current levels

Spookfish's shares closed at \$0.051 on the ASX on the last trading day prior to the announcement of the Scheme and traded at a VWAP of \$0.046 over the preceding three months. Following the announcement of the Scheme to 7 September 2018, Spookfish shares have traded as high as \$0.080 per share and closed at \$0.075 per share on 7 September 2018. Exhibiting moderate liquidity, Spookfish's share price is likely

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to have been influenced by the announcement of Scheme, although it has consistently traded below the Scheme Consideration since the announcement of the Scheme.

We also note that in the period prior to the announcement of the Scheme the Scheme Consideration represents a value that is higher than any price at which Spookfish shares have traded since 10 November 2017.

Whilst it is not possible to accurately predict the price at which Spookfish shares might trade in the event the Scheme Shareholders resolve not to approve the Scheme, as this will be influenced by changes in general market conditions and other factors specific to the Company. However, the release of Spookfish's results for the six months ended 30 June 2018 on 30 August 2018 indicated the Company continued to incur losses attributable to members over the period and therefore we consider it is likely that Spookfish's share price will trade below current trading levels in the absence of a superior offer.

Disadvantages

Scheme shareholders wishing to retain an interest in Spookfish will be unable to

Approval of the Scheme will mean that Scheme Shareholders, including those individual shareholders that may have voted against the Scheme, will no longer have any exposure to Spookfish, including to any potential future upside or downside as Spookfish's transitions from product development to commercialisation.

In considering this, Scheme Shareholders should recognise that whilst each of Spookfish's current product offerings have the potential for value enhancement over the short to medium term, each of these products and Spookfish's future expansion planning still have commercial risks attaching to them and therefore there is no certainty that the full potential of these projects will be realised. These risks include:

- Funding – Spookfish has advised that in the event the Scheme is not approved, it is likely that it will be required to seek additional funding in the short/medium term in order to execute upon its business/product expansion plans, whilst also meeting its working capital requirements and existing product maintenance costs.

In the event any future fundraising is undertaken in the form of the issue of additional equity capital, should existing Spookfish shareholders not be invited, or elect not to participate, the interests of non-participating shareholders will likely be diluted.

We also note that it is currently expected that the contingent obligation to issue Milestone 2 shares will crystallise sometime in early 2019, noting that the vesting conditions for the issue of the Milestone 2 shares are largely dependent upon EagleView's ability to successfully deploy the Spookfish camera systems into commercial use, resulting in a significant dilution of Spookfish shareholders, the impact of which is likely to be reflected in the pricing of any capital raising

- Competition and new technologies – Spookfish is operating in a sector exposed to rapid technological change, accordingly, Spookfish's success will be dependent upon consistent product evolution and development of new product offerings, the success of which is not certain.



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- Reliance on third parties – EagleView holds the exclusive licence for the use of Spookfish technologies in North America. Accordingly, Spookfish's ability to influence the revenue share from this important market is limited. Mitigating this slightly is that Spookfish is continuing to expand its revenue base within Australia, although we note that Australian sourced revenue is currently only a very small proportion of Spookfish's overall revenue stream, which is currently comprised principally of reimbursements from EagleView for the cost of camera systems
- Opening up of new markets –Spookfish has previously announced an evaluation agreement with Global Earth Ventures Limited, an entity associated with Dr Vincent Tao, an internationally recognised geographic information systems entrepreneur and global technology investor to explore opportunities to develop an aerial imagery and data analytics operation in the People's Republic of China (PRC). The outcome of this work is unknown at the date of this report, in particular the likely willingness of PRC authorities for high resolution images of PRC to be taken and shared.

We also understand that Europe presents viable options given its population and size however, Europe may also present some hurdles including weather, language and political dynamics. We also note that management has advised that the European market is highly fragmented with no single dominant participant presenting a logical partnering opportunity.

Spookfish has advised that whilst the partnership model has many benefits it also requires significant time to crystallise in terms of both partner identification, due diligence and agreement and the manufacture of sufficient systems but also, as a result of the need to certify the camera system, to secure required regulatory approvals to operate in each foreign jurisdiction where Spookfish's existing certifications are not fully accepted is likely to be a lengthy process.

Taxation

In the event that the Scheme is implemented, Scheme Shareholders will receive \$0.09 cash for each Spookfish share currently held, which may, depending upon individual non-associated shareholder's taxation position, give rise to Capital Gains Tax at a time that may not be advantageous to individual Scheme Shareholders. Scheme Shareholders are strongly encouraged to read the outline of the taxation implications of approving the Scheme prepared by Spookfish, which is included in the Scheme Booklet and, if in any doubt, should seek their own independent taxation advice.

Other considerations

A major shareholder of Spookfish has advised its intention to vote in favour of the Scheme in the absence of a superior proposal (as defined in the SIA)

Hoperidge has advised Spookfish that, in the absence of a superior proposal (as defined in the SIA), it intends to vote its approximate 19.9% relevant interest in Spookfish (249,863,357 shares) in favour of the Scheme (now that the Scheme Consideration has been increased to \$0.09). Excluding EagleView's 10.4%



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interest, Hoperidge's relevant interest represents approximately 22.2% of voting interests in relation to the Scheme.

Directors' intentions

Spookfish's Directors have previously advised the market, in the absence of a superior proposal and subject to this report concluding that the Scheme is in the best interests of Scheme Shareholders, they unanimously recommend the Scheme to Scheme Shareholders. We understand that the Directors have not withdrawn this recommendation.

Implications if the Scheme is not approved

In the event the Scheme is not approved, we note that amongst other things:

- Spookfish will continue to be listed on the ASX
- The Directors of Spookfish anticipate that the business of Spookfish will, in the foreseeable future, continue to be conducted in the manner in which it is presently conducted and continue to operate in line with the Board's previously stated objectives.

As noted previously, it will be necessary for Spookfish to seek additional funding in order to execute upon its business plans. Furthermore, it is expected that the contingent obligation to issue the Milestone 2 shares will be crystallised in early 2019, noting that the vesting conditions for the issue of the Milestone 2 shares are largely dependent upon EagleView's ability to successfully deploy the Spookfish camera systems into commercial use

- various costs have been incurred in planning and implementing the Scheme which will be required to be satisfied
- the ability of all Scheme Shareholders to exit in current dollar terms their investment in the near term at a price at or above the \$0.09 cash consideration being offered is uncertain.

The value of a Spookfish share to EagleView may exceed our range of assessed market values

By the acquisition of Spookfish, EagleView will be able to avoid the payment to Spookfish of royalties and revenue share required under the exclusive licence with Spookfish to operate the Company's capture platform and the high resolution platform.

However, mitigating this benefit to an extent is the geographic location of EagleView's and Spookfish's operations, as it is unlikely that EagleView will be able to extract the same level of cost savings that might be available an Australian domiciled acquirer, given that EagleView is likely to be required to maintain a regional office in Australia, which otherwise might not be the case.

We also note that in the event the Scheme is approved the number of Milestone 2 shares to be issued will reduce to 139.1 million and EagleView has indicated that it will not exercise its current options over unissued Spookfish shares. Had the number of diluted Spookfish shares been adjusted to reflect this, our range of assessed values for a Spookfish shares increases to \$0.062 to \$0.079, that is, still below the Scheme consideration of \$0.09.



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6 Other matters

In forming our opinion, we have considered the interests of Scheme Shareholders as a whole. This advice therefore does not consider the financial situation, objectives or needs of individual Scheme Shareholders. It is not practical or possible to assess the implications of the Scheme on individual Scheme Shareholders as their financial circumstances are not known.

The decision of Scheme Shareholders as to whether or not to approve the Scheme is a matter for individuals based on, amongst other things, their risk profile, liquidity preference, investment strategy and tax position. Individual Scheme Shareholders should therefore consider the appropriateness of our opinion to their specific circumstances before acting on it. As an individual's decision to vote for or against the proposed resolutions may be influenced by his or her particular circumstances, we recommend that individual Scheme Shareholders seek their own independent professional advice.

Our report has been prepared solely for the purpose of assisting Scheme Shareholders in considering the Scheme. We do not assume any responsibility or liability to any other party as a result of reliance on this report for any other purpose. Our opinion should not be construed to represent a recommendation as to whether or not Scheme Shareholders should elect to vote in favour of the Scheme.

Neither the whole nor any part of our report or its attachments or any reference thereto may be included in or attached to any document, other than the Notice of Meeting and the Scheme Booklet to be sent to Scheme Shareholders in relation to the Scheme, without the prior written consent of KPMG Corporate Finance as to the form and context in which it appears. KPMG Corporate Finance consents to the inclusion of our report in the form and context in which it appears in the Scheme Booklet.

Our opinion is based solely on information available as at the date of this report as set out in Appendix 2. We note that we have not undertaken to update our report for events or circumstances arising after the date of this report other than those of a material nature which would impact upon our opinion. We refer readers to the limitations and reliance on information as set out in Section 7.

We note Spookfish has a 31 December balance date, references to an Australian financial year have been abbreviated to FY, and references to calendar years have been abbreviated to CY.

The above opinion should be considered in conjunction with and not independently of the information set out in the remainder of this report, including the appendices.

Yours faithfully

Jason Hughes
Authorised Representative

Sean Collins
Authorised Representative



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7 Scope of the report

7.1 Purpose

This report has been prepared by KPMG Corporate Finance for inclusion in the Scheme Booklet to accompany the Notice of Meeting convening a Court ordered meeting of Scheme Shareholders on or about 16 November 2018 in accordance with Section 411 of the Act. The purpose of the meeting will be to seek approval of the Scheme.

The sole purpose of this report is an expression of KPMG Corporate Finance's opinion as to whether the Scheme is in the best interests of Scheme Shareholders. This report should not be used for any other purposes or by any other party.

Our opinion should not be construed to represent a recommendation as to whether or not Scheme Shareholders should elect to vote in favour of the Scheme.

7.2 Limitations and reliance on information

In preparing this report and arriving at our opinion, we have considered the information detailed in Appendix 2 of this report. In forming our opinion, we have relied upon the truth, accuracy and completeness of any information provided or made available to us without independently verifying it. Nothing in this report should be taken to imply that KPMG Corporate Finance has in any way carried out an audit of the books of account or other records of Spookfish or EagleView for the purposes of this report.

Further, we note that an important part of the information base used in forming our opinion is comprised of the opinions and judgements of management. In addition, we have also had discussions with Spookfish's management in relation to the nature of the business operations, specific risks and opportunities, historical results and prospects for the foreseeable future. This type of information has been evaluated through analysis, enquiry and review to the extent practical. However, such information is often not capable of external verification or validation.

Spookfish has been responsible for ensuring that information provided by it or its representatives is not false or misleading or incomplete. Complete information is deemed to be information which at the time of completing this report should have been made available to KPMG Corporate Finance and would have reasonably been expected to have been made available to KPMG Corporate Finance to enable us to form our opinion.

We have no reason to believe that any material facts have been withheld from us but do not warrant that our inquiries have revealed all of the matters which an audit or extensive examination might disclose. The statements and opinions included in this report are given in good faith, and in the belief that such statements and opinions are not false or misleading.

The information provided to KPMG Corporate Finance included CY18 and CY19 forecasts/projections and other statements and assumptions about future matters (forward-looking financial information) prepared by or on behalf of the management of Spookfish. KPMG Corporate Finance has concluded that there is not a reasonable basis to rely upon this forward-looking financial information in preparing this

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report other than for the purpose of conducting a cross check to our range of values determined having regard to other market metrics. Spookfish remains responsible for all aspects of this forward-looking financial information. The forecasts and projections as supplied to us are based upon assumptions about events and circumstances which have not yet transpired. We have not tested individual assumptions or attempted to substantiate the veracity or integrity of such assumptions in relation to any forward-looking financial information or tested the mathematical integrity of the models.

KPMG Corporate Finance cannot provide any assurance that the forward-looking financial information prepared by the Company will be representative of the results which will actually be achieved during the forecast period. Any variations in the forward looking financial information may affect our valuation and opinion.

It is not the role of the independent expert to undertake the commercial and legal due diligence that a company and its advisers may undertake. The Directors are responsible for conducting due diligence in relation to the Scheme. KPMG Corporate Finance provides no warranty as to the adequacy, effectiveness or completeness of the due diligence process, which is outside our control and beyond the scope of this report. We have assumed that the due diligence process has been and is being conducted in an adequate and appropriate manner.

The opinion of KPMG Corporate Finance is based on prevailing market, economic and other conditions at the date of this report. Conditions can change over relatively short periods of time. Any subsequent changes in these conditions could impact upon our opinion. We note that we have not undertaken to update our report for events or circumstances arising after the date of this report other than those of a material nature which would impact upon our opinion.

7.3 Disclosure of information

In preparing this report, KPMG Corporate Finance has had access to all financial information considered necessary in order to provide the required opinion. Due to commercial sensitivity we have limited the level of disclosure in relation to certain key business arrangements however we have disclosed a summary of material information which we relied on in forming our view.

8 Industry overview

Spookfish operates in the Geospatial Image Acquisition and Processing Services industry, a sub-category of the wider Surveying and Mapping Services industry. To provide a context for assessing the future prospects of Spookfish, we have included an overview of recent trends in the aforementioned industries at Appendix 3.

9 Profile of Spookfish

9.1 Company overview

Spookfish is an Australian public company listed on the ASX. Spookfish engages in the development and commercialisation of geospatial imagery products and services. Spookfish targets the aerial imaging sector with its products and services and has recently migrated from a product development phase into early operations.

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Spookfish Pty Ltd was established in October 2012 to develop geospatial imagery technologies to capture, store and reproduce aerial imagery. In February 2015, the Company completed a reverse takeover of ASX-listed resources company White Star Resources Limited, which changed its name to Spookfish Limited following the completion of the transaction.

Spookfish is currently focused on growing its aerial imagery database, developing its image capture capacity and quality, expanding its product suite, growing sales in Australia, winning contracts and exploring opportunities to expand into other regions beyond North America.

Products and customers

Spookfish's capture technology aims to enable a more cost-effective capture of high resolution imagery. The potential for the platform to be mounted on high altitude aircraft allows for larger amounts of high resolution imagery to be collected and reduces access issues due to commercial aircraft. Patent applications have been made in key markets for the Company's proprietary technology.

In addition to high resolution imagery capture, Spookfish also aims to provide an end-to-end solution for the capture, storage, processing and online delivery of high resolution aerial photography and derivative products including point clouds, digital surface models, oblique imagery and 3D models. Set out below is an overview of the Company's current product suite:

- SiteView: a web browser platform, aimed to service individuals and teams, for accessing Spookfish imagery content
- OrthoConnect: a connection between the Spookfish servers and the client's network to equip employees with orthophotos for organisations that use mapping or computer-aided design (CAD)
- OrthoFlex: a multiplatform system for accessing Spookfish orthoimagery content in office, onsite etc.
- OnDemand: bespoke aerial imagery tailored for the client's needs.

The Company's products and services are principally aimed at the infrastructure, property development / construction, government and defence, utilities and insurance sectors. The Company also seeks alliances and licensing opportunities to accelerate international expansion.

Australia

Spookfish, with the use of its own aircraft and camera systems, is rolling out its Australian program which ultimately aims to capture high resolution imagery over more than 270,000 square kilometres (km^2) each year, including 7 capital cities and 33 of Australia's most populous regional areas. Quarterly updates of the capital cities is planned. Spookfish has completed capture programs over Perth, Adelaide, Melbourne and Canberra and has commenced capture in Brisbane and Sydney. Spookfish has also captured large areas in non-metropolitan regions across WA, Victoria, South Australia and New South Wales (NSW).

Having now captured images and developed products, Spookfish has won a number of contracts. As at the date of this report, approximately 60% of the contracted users of Spookfish's imagery and products are in the Government sector with customers including Main Roads Western Australia, WA Police, NSW Spatial Services and various city councils whilst early corporate sector adopters include various large civil engineering and land development firms.

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Spookfish's business model in Australia is to capture once and sell many times in order to be a software as a service (**SaaS**) revenue model, charging an up-front recurring annual license fee per user. Spookfish is currently focused on government and enterprise customers seeking a single source solution.

International

Spookfish's current business model in terms of international market penetration is to partner with other leading imagery providers with proven capability in each market in order to minimise entry risks.

The benefit of this approach includes that it reduces the capital commitment required by Spookfish, provides access to the partner's existing customer base and, hopefully, provides support for research and product development. Spookfish aims to derive royalties on area capture plus revenue share.

To this end, Spookfish entered into an agreement with EagleView in May 2016. The development, license and royalty agreement between the two companies provides EagleView with an exclusive long-term license to operate Spookfish capture technologies and sell output products in North America, in consideration for which Spookfish receives an on-going royalty and revenue share. As provided under the agreement, EagleView also invested approximately \$6 million in Spookfish upfront via unsecured, interest free convertible notes (**the Notes**) and options with revenue milestone vesting conditions.

In April 2017, EagleView received the first test camera system and in June 2017, EagleView accepted the Spookfish camera system after undertaking a testing program, triggering the conversion of the Notes into fully paid ordinary shares in the Company.

In July 2017, EagleView placed the first purchase order for 8 camera systems and in January 2018, a second purchase order was placed for 15 systems.

As at 10 September 2018, EagleView held approximately 10.4% of the issued ordinary shares in Spookfish and was the largest shareholder of the Company. At the date of this report, the license arrangement with EagleView remains Spookfish's only entry into international markets. The key revenue terms of the development, license and royalty agreement are summarised below.

Table 4: Summary of key revenue terms of development, license and royalty agreement

Summary of key revenue terms of development, license and royalty agreement	
Key term	Description
Effective Date	17 May 2016
Term	Initial seven year term from the effective date, renewal for two consecutive five year terms unless either Spookfish or EagleView elect not to renew. Spookfish and EagleView may extend the term of the agreement at any time by mutual agreement in writing. ¹
Exclusive operation	EagleView shall have the exclusive right to operate the Spookfish capture platform and the high resolution platform (collectively, the Capture Systems) and sell, market, promote, offer to sell, distribute and provide

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Summary of key revenue terms of development, license and royalty agreement	
	aerial imagery related products and services via the Capture Systems in North America.
Payments	<p><i>Capture System build</i></p> <p>In exchange for the delivery of the Capture Systems by Spookfish, EagleView shall pay to Spookfish an amount equal to the actual cost of the equipment, plus assembly, delivery, installation and certification of such Capture Systems.</p> <p><i>Royalty</i></p> <p>EagleView shall pay Spookfish a royalty payment equal to US\$5 per square mile imaged using the Capture Systems. This royalty applies to square miles in the Initial Capture Region, being the first 750,000 square miles imaged using the Capture Systems.</p> <p>EagleView shall pay Spookfish a royalty payment equal to the sum of:</p> <ul style="list-style-type: none"> • US\$5 per square mile imaged using the Capture Systems in New Markets or in excess of the Initial Capture Region • 5% of the first US\$100 of revenue derived per square mile by EagleView from sales of data to: <ul style="list-style-type: none"> ○ Current End Market customers outside of the Initial Capture Region ○ New Market customers • 10% of the revenue derived per square mile (above the first US\$100 per square mile) by EagleView from sales of data to: <ul style="list-style-type: none"> ○ Current End Market customers outside of the Initial Capture Region ○ New Market customers.
<p><i>Notes:</i></p> <p>1 On 26 July 2018, Spookfish and EagleView agreed to amend the development, license and royalty agreement such that EagleView has the sole right to elect that the development, license and royalty agreement will not automatically renew for two consecutive five year terms. In consideration for Spookfish agreeing to this amendment, EagleView agreed to:</p> <ul style="list-style-type: none"> • make an advance payment of \$5 million to Spookfish by 5.00 pm on 31 July 2018 as a prepayment of milestone payments for certain of Spookfish's Capture Systems (which has now been paid to Spookfish); • negotiate and execute a new block order for Spookfish's Capture Systems by 5.00 pm on 31 August 2018, with \$5 million payable on placement of that order as a prepayment of milestone payments for the Capture Systems the subject of that block order (which has now been paid to Spookfish); and • provide \$5 million to Spookfish by 5.00 pm on 28 September 2018 as a prepayment for, and to set off, any royalties payable by EagleView to Spookfish in accordance with the development, license and royalty agreement. 	

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Summary of key revenue terms of development, license and royalty agreement

EagleView is expected to have paid to Spookfish each of the above pre-payments, totalling \$15 million prior to the date Scheme Shareholders meet to consider the Scheme. In these circumstances, the development, license and royalty agreement will not revert to its previous form.

Source: Development, license and royalty agreement

On 13 October 2017, Spookfish announced an exclusive 6 month evaluation agreement with Global Earth Ventures Limited to explore opportunities to develop an aerial imagery and data analytics operation in the PRC. On 10 April 2018, Spookfish announced the evaluation period had been extended for a further four months and on 13 August 2018, Spookfish announced the evaluation period had again been extended for a further four months through to 10 December 2018.

Spookfish has advised that whilst the partnership model has many benefits it also requires significant time to crystallise in terms of both partner identification, due diligence and agreement and the manufacture of sufficient systems but also, as a result of the need to certify the camera system, to secure required regulatory approvals to operate in each foreign jurisdiction where Spookfish's existing certifications are not fully accepted.

9.2 Historical financial performance

Spookfish's historical audited consolidated financial performance for CY15, CY16, CY17 and for the 6 months ended 30 June 2018 (HY18) are summarised below.



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Table 5: Spookfish's historical consolidated financial performance

\$000s	12 months Audited 31-Dec-15	12 months Audited 31-Dec-16	12 months Audited 31-Dec-17	6 months Audited 30-Jun-18
Revenue				
Development & manufacture of aerial image capture systems	-	2,320	13,063	1,194
Sales of aerial imagery data	-	-	34	154
Other income	1,388	2,536	314	2,732
Total Revenue	1,388	4,855	13,411	4,080
Expenses				
Costs of sale – aerial image capture systems	-	2,320	13,059	1,194
Operating costs	1,372	1,928	2,212	1,534
Subcontracted engineering development	2,119	985	1,159	-
Employee benefits expense	2,514	3,451	4,841	3,319
Share based payments expense	851	2,366	1,046	373
Depreciation & amortisation expense	252	480	902	1,531
Advertising & marketing expense	317	342	386	128
Travel expense	-	-	-	189
Occupancy expense	165	205	268	137
Exploration expenditure	55	-	-	-
Acquisition transaction expense	1,214	-	-	-
Interest & finance costs	4	396	-	-
Corporate & other expenses	518	438	370	199
Total expenses	9,382	12,910	24,243	8,604
Loss before income taxes	(7,994)	(8,055)	(10,832)	(4,524)
Income tax expense	-	-	-	-
Loss for the year	(7,994)	(8,055)	(10,832)	(4,524)
Other comprehensive income/(loss)	-	-	-	-
Total comprehensive loss for the year	(7,994)	(8,055)	(10,832)	(4,524)
Weighted average shares on issue (basic) - 000s	698,901	828,997	979,134	1,118,270
Basic loss per share (cents)	(1.14)	(0.97)	(1.11)	(0.40)
<i>Notes:</i>				
1 Basic ordinary loss per share is calculated by dividing net loss attributable to the members of the parent entity by the weighted average number of ordinary shares outstanding during the year				
2 Amounts may not add exactly due to rounding				

Source: Spookfish 2016 and 2017 Annual Reports, Spookfish 2018 Half-year Report, and KPMG Corporate Finance analysis

In respect of the financial performance, we note:

- the Company has reported a loss for each of CY15, CY16, CY17 and HY18 which reflects its stage of maturity as the Company transitions from product development to commercial operations

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- reflecting the agreement between the Company and EagleView, revenue from the development and manufacture of aerial image capture systems is approximately equal to the costs of sales associated with the aerial image capture systems. Revenue and cost assumptions reported in CY15, CY16 and CY17 have not been amended to reflect the relevant new Australian Accounting Standard and Interpretation, AASB 15 *Revenue from Contracts with Customers (AASB 15)*, and as such are both recognised as costs of manufacture were incurred.

Under AASB15, which is applicable to annual reporting periods beginning on or after 1 January 2018, revenue and corresponding costs of sale can only be recognised when systems have been successfully deployed by EagleView into commercial data capture i.e. generate revenue for EagleView from sales of spatial data. The Company has adopted all of the new or amended Accounting Standard and Interpretations issued by the AASB that are mandatory for its reporting of the 6 months to 30 June 2018, including AASB 15

- Spookfish's results are yet to reflect the benefit of a fully established revenue stream.

9.3 Forecast financial performance

Whilst Spookfish has prepared forecast trading results for CY19, it has not provided any trading guidance to the market and given the current phase in Spookfish's lifecycle, that is, transitioning from product development to commercial operation, we do not consider there to be a reasonable basis to rely upon these forecasts at this time for the purpose of assessing the market value of the Company.

We note however that broker reports in relation to Spookfish have been issued in recent times, two of which disclose forecast CY19 revenue and earnings before interest, tax, depreciation and amortisation (EBITDA) as set out below. Management has indicated that these forecast earnings and revenue figures exceed the Company's internal expectations at this time.

Table 6: Summary of broker forecasts

Broker	Date	Revenue CY19e \$m	EBITDA CY19e \$m
Broker 1	30-May-18	31.7	5.3
Broker 2	30-Apr-18	40.6	5.8

Source: Broker reports

In relation to the above table, we note that the majority of the revenue forecast by broker 2 to occur in CY19 comprises cost recoveries from EagleView for the manufacture of Camera Systems rather than royalties or sales of aerial imagery data. Broker 1 has not provided a break out of revenue by source.

9.4 Historical financial position

Spookfish's historical audited financial position as at 31 December 2015, 31 December 2016, 31 December 2017 and 30 June 2018 are summarised below.



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Table 7: Spookfish's historical financial position

\$000s	Audited 31-Dec-15	Audited 31-Dec-16	Audited ¹ 31-Dec-17	Audited 30-Jun-18
Cash And Cash Equivalents	6,694	6,788	5,881	5,251
Trade And Other Receivables	190	421	1,659	2,168
Work in progress - capture systems	-	-	-	13,664
Total Current Assets	6,884	7,210	7,540	21,083
Plant And Equipment	446	1,529	2,928	3,860
Intangible Assets	6,505	6,497	6,497	5,777
Other Assets	531	531	554	604
Total Non-Current Assets	7,482	8,556	9,979	10,241
Total Assets	14,366	15,766	17,519	31,324
Trade And Other Payables	630	677	2,458	2,552
Deferred revenue	-	-	125	16,781
Borrowings	-	6,003	-	-
Provisions	104	197	316	480
Total Current Liabilities	734	6,876	2,899	19,814
Total Liabilities	734	6,876	2,899	19,814
Net Assets	13,632	8,890	14,620	11,510
Issued Capital	36,953	37,514	53,416	53,416
Reserves	2,322	4,688	5,734	6,144
Other Equity	-	386	-	-
Accumulated Losses	(25,643)	(33,698)	(44,530)	(48,050)
Total Equity	13,632	8,890	14,620	11,510
Shares on issue – 000s	820,410	835,214	1,075,446	1,250,111
Net asset backing per share - cents	1.66	1.06	1.36	0.92
Tangible net asset backing per share-cents	0.87	0.29	0.76	0.46
Current ratio - times	9.38	1.05	2.63	1.06
Notes: 1. 31 December 2017 comparatives were restated by the Company as at 30 June 2018 to reflect changes in accounting standards. 31 December 2015 and 31 December 2016 comparatives have not been restated 2. Current ratio represents current assets divided by current liabilities 3. Amounts may not add exactly due to rounding				

Source: Spookfish 2016 and 2017 Annual Reports, Spookfish 2018 Half-year Report, and KPMG Corporate Finance analysis

In relation to the Company's historical financial position, we note:

- borrowings as at 31 December 2016 comprised the Notes, which automatically converted into approximately 100 million ordinary shares upon EagleView's acceptance of delivery of the first Spookfish data capture system
- Spookfish completed the placement of 124 million shares raising \$9.3 million in May 2017 at an issue price of \$0.075 per share. The proceeds from the capital raise were earmarked to expand

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Spookfish's commercial capabilities in Australia, increase the Company's production capabilities to support its partnership with EagleView and fund further research and development

- work in progress – capture systems and Deferred revenue items have been included in the HY18 accounts as a result of the adoption of AASB 15
- shares on issue increased from 31 December 2017 to 30 June 2018 by 174.7 million largely as a result of the issue of the 171.2 million Milestone 1 shares in April 2018 (refer to section 9.8).

To the knowledge of the Spookfish Directors, other than accumulation of profits in the ordinary course of business and as otherwise disclosed in this report or as otherwise disclosed to the ASX by Spookfish, the financial position of Spookfish has not changed materially since 30 June 2018, being the date of the last balance sheet prepared before this report was finalised.

9.5 Statement of cash flows

Spookfish's historical audited consolidated statement of cash flows for the years ending CY15, CY16, CY17 and HY18 are summarised below.



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Table 8: Spookfish's historical consolidated statement of cash flows

\$000s	12 months Audited 31-Dec-15	12 months Audited 31-Dec-16	12 months Audited 31-Dec-17	6 months Audited 30-Jun-18
Cash flows from operating activities				
Receipts from customers	-	2,097	12,048	11,091
Payments to suppliers and employees	(6,429)	(9,667)	(20,457)	(12,902)
Payments for exploration and evaluation	(55)	-	-	-
Receipts from interest received	77	132	125	34
Receipts from government grants and rebates	1,295	2,416	92	2,698
Net cash (used in) operating activities	(5,112)	(5,022)	(8,192)	921
Cash flows from investing activities				
Proceeds from disposal of plant and equipment	-	-	97	-
Purchase of plant and equipment	(416)	(1,448)	(2,302)	(1,500)
Payment of deposit on rental premises	-	-	(23)	(50)
Purchase of software licenses	(28)	-	-	-
Net cash added in business acquired and disposed	532	-	-	-
Net cash (used in)/provided by investing activities	87	(1,448)	(2,228)	(1,550)
Cash flows from financing activities				
Proceeds from issue of shares	10,577	-	9,300	-
Proceeds from exercise of share options	-	679	643	-
Proceeds from issue of convertible notes	-	6,003	-	-
Share issue expenses	(664)	(118)	(430)	-
Net cash provided by financing activities	9,913	6,564	9,513	-
Net (decrease)/increase in cash held	4,888	94	(907)	(630)
Cash at beginning of financial period	1,807	6,694	6,788	5,881
Cash at end of financial period	6,694	6,788	5,881	5,251

Source: Spookfish 2015, 2016 and 2017 Annual Reports, Spookfish 2018 Half-year Report, and KPMG Corporate Finance analysis

9.6 Taxation

Australia

Spookfish management has estimated carried forward revenue tax losses of approximately \$10.0 million (prior to adjustments for the Company's 30 June 2018 research and development claim) to be available as at 30 June 2018, which may be available to offset against future taxable profits subject to the satisfaction of relevant statutory tests.

9.7 Dividends and franking credits

Spookfish has not paid dividends and as a result does not have any franking credits available.



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9.8 Contingent liabilities

As at 31 December 2017, Spookfish noted contingent liabilities in respect of the terms of the agreement entered into by the Company to acquire Spookfish Innovations Pty Ltd (previously Spookfish Pty Ltd) and Geospatial Investments Pty Ltd in 2015. Spookfish will be required to issue certain additional 'milestone shares' to the vendors and advisers, if certain specified conditions are met as follows:

- 171.2 million "Milestone 1" shares to be issued upon the achievement by 3 February 2019 of either cumulative consolidated revenue of \$20 million or a VWAP price of \$0.18²
- 214.0 million "Milestone 2" shares to be issued upon the achievement by 3 February 2020 of either cumulative consolidated revenue of \$36 million or a VWAP price of \$0.18
- in the event of a successful takeover of the Company or controlled entity between 4 February 2017 and the relevant expiry date, thirteen of every twenty unissued milestone shares will be issued, provided however, if the number of shares to be issued as a result of the Milestone 1 shares and the Milestone 2 shares due to a successful takeover in relation to the Company or a related entity is in excess of 10% of the total fully diluted share capital of the Company at the time of the issue, then the number of shares to be issued in respect of the Milestone 1 shares and Milestone 2 shares will be prorated so that the aggregate number of shares issued for all Milestone 1 shares and Milestone 2 shares that remain unissued is equal to 10% of the entire fully diluted share capital of the Company.

Management has advised that as at the date of this report it is not aware of any additional material contingent liabilities.

The conditions for the issue of the Milestone 1 shares were satisfied in early 2018 and 171.2 million ordinary shares were issued in April 2018.

Management has advised that in the absence of the Scheme being accepted, it expects that the conditions for the issue of the Milestone 2 shares will be satisfied sometime early in 2019, noting that the vesting conditions of the Milestone 2 shares are largely dependent on EagleView's ability to successfully deploy the Spookfish camera systems into commercial service.

As at 31 December 2017, Spookfish also noted that under the terms of the development, license and royalty agreement with EagleView, if the Company elects not to renew this agreement at the end of each term, EagleView may elect to return capture systems in use. In this event, EagleView is entitled to a refund equal to the book value of the capture system, based on a straight-line, five-year depreciation schedule. As at 30 June 2018, the notional contingent liability was approximately \$17.0 million. We note that if EagleView makes the third and final payment pursuant to the development, license and royalty agreement as expected (refer to section 9.1) this provision will be deleted from the agreement as announced on 26 July 2018.

² The conditions for the issue of the "Milestone 1" shares were satisfied in 2018 and the Milestone shares were issued on 20 April 2018



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9.9 Options

Options issued over ordinary shares in Spookfish as at 7 September 2018 are summarised in the following table below.

Table 9: Options over unissued shares

Options	Grant date	Expiry date	Exercise price \$	Number of options '000s
Unlisted Options	19-Dec-14	30-Nov-18	0.050	47,674
Unlisted Options	3-Feb-15	2-Feb-19	0.025	2,000
Unlisted Milestone Options	11-Aug-16	28-Feb-20	0.060	42,800
Unlisted Options	22-Jun-16	21-Jun-21	0.040	12,500
Unlisted Tranche 1 Options	17-May-16	10-Aug-21	0.090	52,656
Unlisted Tranche 2 Options	11-Aug-16	10-Aug-21	0.120	54,261
Unlisted Options	3-Aug-18	3-Aug-22	0.100	20,000
Unlisted Options	20-Jul-18	20-Jul-23	0.055	5,000
Total				236,891

Source: ASX announcements

As set out at Section 1.13(b) of the Scheme Booklet the Spookfish Board understands that all holders of Spookfish options (other than those held by EagleView, those issued to Jason Marinko pursuant to the Option Share Trust and approved at the general meeting in 2016 and those issued to Jason Waller) will exercise their Spookfish options ahead of the Scheme Meeting.

Unissued options

Under the terms of a consultancy agreement between Kaizen Capital Pty Ltd (**Kaizen Capital**) and Spookfish dated 18 May 2018, Kaizen Capital agreed to provide certain consulting services to Spookfish to assist with the creation and execution of an artificial intelligence strategy. In consideration for the provision of such services, Spookfish agreed to issue 5 million Spookfish options to Kaizen Capital on or before 2 July 2018 and a further 5 million Spookfish options on or before 16 November 2018.

Spookfish has issued 5 million Spookfish options to Kaizen Capital (included in the table above) and, subject to Kaizen Capital continuing to provide services to Spookfish under the consultancy agreement, is proposing to issue the remaining 5 million Spookfish options to Kaizen Capital prior to 5.00 pm on the business day immediately prior to the second court date. The options on issue and to be issued to Kaizen Capital have an exercise price of \$0.055.

9.10 Rights

Employees participating in the Spookfish Performance Rights Plan receive new Spookfish shares subject to the satisfaction of certain time and performance vesting conditions for nil consideration. As at 7 September 2018, 11.5 million Performance Rights had not vested, of which approximately 0.6 million rights had not yet been issued.



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As previously mentioned, Spookfish will be required to issue 214.0 million “Milestone 2” shares upon the achievement of either cumulative consolidated revenue of \$36 million or a value weighted average share price of \$0.18 by 3 February 2020.

The breakdown of these rights by expiry date is summarised in the following table.

Table 10: Share rights on issue

Rights	Date of expiry	Number of rights '000s
Performance Rights	31-Dec-19	349
Performance Rights	31-Dec-20	10,503
Unissued Performance Rights	n/a	576
Rights to Milestone Shares	3- Feb-20	214,000
Total		225,428

Source: ASX announcements

In the event the Scheme is approved 139.1 million Milestone Shares will vest, as set out at Section 1.13(c) of the Scheme Booklet. We understand that in the event the Court approves the Scheme, all the Performance Rights will vest on the second court date. This will result in the issue of approximately 150.5 million new ordinary shares which will participate in the Scheme.

9.11 Share capital and ownership

As at 7 September 2018, Spookfish had approximately 1,255.0 million ordinary shares on issue as summarised in the table below.



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Table 11: Summary of Spookfish's top 10 shareholders

Shareholder	Number of shares held '000s	% of issued shares
EagleView	130,712	10.4
Hoperidge Enterprises Pty Ltd	76,633	6.1
J P Morgan Nominees Australia Limited	65,189	5.2
Michael Von Bertouch	64,008	5.1
Simon John Cope	52,721	4.2
Optim8 Pty Ltd	43,049	3.4
National Nominees Limited	31,729	2.5
UBS Nominees Pty Ltd	31,543	2.5
HSBC Custody Nominees	30,076	2.4
Mr Guy Perkins	22,155	1.8
Total number of shares held by the top 10 shareholders	547,816	43.7
Other shareholders	707,199	56.3
Total number of shares on issue	1,255,015	100.0

Source: Computershare

As at the 7 September 2018, substantial shareholder notices had been received as set out below. We note that Hoperidge Enterprises Pty Ltd whilst only directly holding 6.1% of issued shares, hold the power to control voting and disposal over approximately 19.9% of issued shares as at 7 September 2018 (249,863,357 shares), given its relevant interest in the shares held by other persons pursuant to voting agreements.

Table 12: Substantial shareholders notices received by Spookfish

Shareholder	Number of shares held '000s	% of issued shares
Hoperidge Enterprises Pty Ltd	249,863	19.9
EagleView	130,712	12.2
Viburnum Funds Pty Ltd	62,613	5.0

Source: ASX Announcements

We note that the current interest in Spookfish's issued capital held by substantial shareholders may differ to what is set out above.

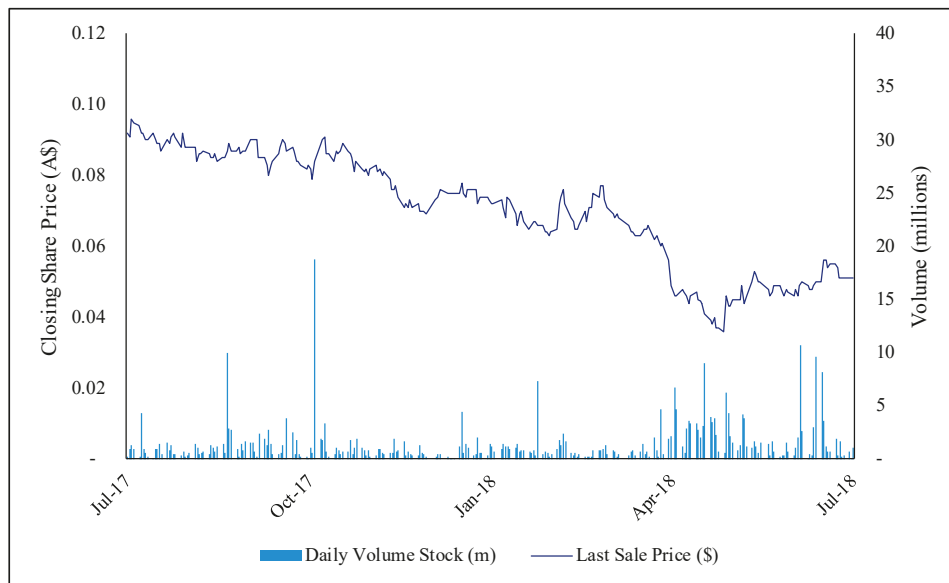
9.12 Share price and volume trading history

The chart below depicts Spookfish's daily closing price on the ASX over the 12 month period to 25 July 2018, being the last trading day prior to the Company's announcement of the Scheme, along with the daily volume of shares traded on the ASX over the period.



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Figure 1: Spookfish daily close price and volume traded on the ASX



Source: Capital IQ, KPMG Corporate Finance Analysis and ASX announcement

As illustrated in the figure above, Spookfish's share price over the 12 month period to 25 July 2018 has trended downward from a high of \$0.098 on 28 July 2017 to a low of \$0.036 on 15 May 2018 and 21 May 2018 following which a moderate upward trend in share price is observed. Spookfish shares closed at \$0.051 on 25 July 2018 being the last trading day prior to the announcement of the Scheme.

Other than normal half year and full year financial reporting and quarterly activities reporting, significant announcements by Spookfish in the 12 months to 25 July 2018 that may have had an impact on its share price include:

- 4 September 2017 – announcement of the appointment of Mr Jason Waller as incoming Chief Executive Officer
- 13 October 2017 – announcement of evaluation agreement with Global Earth Ventures Limited, to explore opportunities to develop the aerial and data analytics market in the People's Republic of China
- 27 October 2017 – announcement of US Federal Aviation Administration (**FAA**) approval of the Supplemental Type Certificate (**STC**) for the Spookfish commercial system, allowing for commercial operations to commence in North America
- 17 November 2017 – announcement that the Company had secured the contract to provide CIMIC Group Limited with imagery across Australia



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- 9 January 2018 – announcement of second purchase order for camera systems from EagleView and that the terms include a significant upfront deposit to enable immediate commencement of the order
- 25 January 2018 – announcement of approval from Civil Aviation Safety Authority (CASA) of the final stage of the STC program for the Spookfish camera system, removing the need for production of the electronic system elements to be approved on an aircraft-by-aircraft basis
- 2 March 2018 – announcement of value-added reseller agreement with UrbisPro Pty Ltd (**UrbisPro**) to integrate Spookfish imagery into Urbis Pro software products
- 20 April 2018 – announcement of the first performance milestone being reached (\$20.0 million of cumulative revenue) resulting in the vesting of the 171.2 million Milestone 1 rights
- 23 April 2018 – announcement of signed License Agreement with Western Australia Land Information Authority (**Landgate**) as a qualified contractor to the Capture WA Panel contract
- 7 May 2018 – announcement of US FAA approval of the final stage of the STC program of Spookfish's camera system, which removes requirement for additional inspections for acceptance of each system upon installation to US aircraft
- 30 May 2018 – announcement providing an update on the capture program and sales, including mention of first sales in Adelaide and Melbourne
- 21 June 2018 – announcement of contract with the NSW Government for NSW Spatial Services

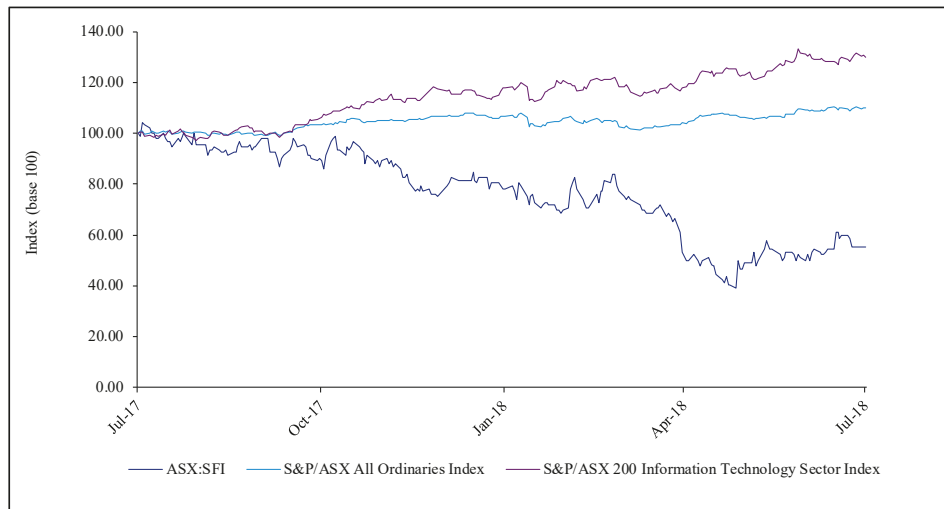
Further details in relation to all announcements made by Spookfish to the ASX can be obtained from either Spookfish's website at <https://www.spookfish.com/investors/asx-announcements> or ASX'S website at www.asx.com.au.

As illustrated in the figure below, Spookfish's share price largely underperformed the ASX 200 Information Technology Sector Index and the ASX All Ordinaries Index over the 12 months to 25 July 2018.



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Figure 2: Spookfish's performance relative to ASX All Ordinaries Index and the ASX 200 Information Technology Sector Index



Source: Capital IQ and KPMG Corporate Finance Analysis

Trading liquidity on the ASX

The table below presents analysis in relation to the volume of trading in Spookfish's shares on the ASX over various periods in the 12 month period to 25 July 2018, being the last trading day on the ASX prior to Spookfish's announcement of the Scheme.

Table 13: Trading liquidity in Spookfish shares on the ASX pre-announcement of the Scheme

Period up to and including 25 July 2018	Price (low) \$	Price (high) \$	Price VWAP \$	Cumulative value \$m	Cumulative volume m	% of issued capital
1 day	0.051	0.051	0.051	0.05	1.1	0.1
1 week	0.050	0.053	0.051	0.12	2.4	0.2
1 month	0.043	0.057	0.050	2.51	50.2	4.0
3 months	0.036	0.057	0.046	6.82	146.8	11.8
6 months	0.036	0.078	0.052	10.75	205.4	17.1
12 months	0.036	0.098	0.066	23.33	354.7	31.0

Source: Capital IQ and KPMG Corporate Finance Analysis

Spookfish shares have exhibited moderate liquidity over the 12 month period to 25 July 2018, with approximately 31% of total shares on issue traded, at an average daily volume of 1.4 million shares traded per day, with a daily value of approximately \$92,203. We note that over this period Spookfish share were traded on all of the 253 available trading days on the ASX.

An analysis of the volume of trading in Spookfish's shares in the period from 26 July 2018 to 7 September 2018 inclusive is set out below.

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Table 14: Trading liquidity in Spookfish's shares on the ASX post-announcement of the Scheme

Period from 25 July 2018 to 7 September 2018	Trading days	Price (low) \$	Price (high) \$	Price VWAP \$	Cumulative volume m	% of issued
43	31	0.072	0.080	0.076	154.9	12.3

Source: Capital IQ and KPMG Corporate Finance Analysis

10 Profile of EagleView

10.1 Company overview

EagleView provides aerial imagery, data analytics and GIS solutions to government, infrastructure and commercial sectors in the US. In 2013, EagleView merged with Pictometry International, a company which pioneered oblique aerial image capture that could be geo-referenced. Through Pictometry Imagery, EagleView provides access to its orthogonal and oblique aerial imagery, 3D models, interior mapping solution, and measurement and analytical tools through proprietary software and integrations. It serves several industries including construction, insurance, real estate and financial, architecture and engineering, solar, GIS professionals, assessment, public safety, federal agencies, oil and gas utilities, and electric utilities.

The company was founded in 2008 and is based in Washington in the US. EagleView Technologies, Inc. operates as a subsidiary of EagleView Technology Corporation. EagleView Technology Corporation was acquired by Vista Equity Partners LLC (**Vista**), in July 2015, a private equity company. On 27 June 2018 EagleView announced that Vista had partnered with Clearlake Capital Group, L.P. (together with its affiliates) in EagleView.

11 Valuation of Spookfish

11.1 Selection of valuation methodology

Overview

The value of Spookfish has been assessed on the basis of market value, that is, the value that should be agreed in a hypothetical transaction between a knowledgeable, willing, but not anxious buyer and a knowledgeable, willing, but not anxious seller, acting at arm's length.

Market value excludes 'special value', which is the value over and above market value that a particular buyer, who can achieve synergistic or other strategic/operational benefits from the acquisition, may be prepared to pay. Accordingly, our range of values has been prepared independent of the specific circumstances of any potential bidder.

Market value is commonly derived by applying one or more of the following valuation methodologies:

- discounted cash flows (**DCF**)
- the capitalisation of maintainable earnings (**Capitalised Earnings**)
- estimated net proceeds from an orderly realisation of assets (**Net Assets**)

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- current trading prices on the relevant securities exchange
- any recent genuine offers received by the target.

Ultimately, the methodology adopted is dependent on the nature of the underlying business and the availability of suitably robust information. A secondary methodology is often adopted as a cross-check to ensure reasonableness of outcome, with the valuation conclusion ultimately being a judgement derived through an iterative process.

For profitable businesses, methodologies such as DCF and Capitalised Earnings are commonly used, however, Spookfish, reflective of its status as a company transitioning from product development to commercialisation, is yet to establish a track record of profitable trading and neither Spookfish nor KPMG Corporate Finance consider there to be a reasonable basis to prepare longer term earnings or cash flow projections at this time.

As such we have valued Spookfish by principal reference to share market trading prices on the ASX over the 12 months prior to the announcement of the Scheme. A Capitalised Earnings methodology has been adopted as a cross-check methodology.

The rationale for the selection of the valuation methodologies is set out below:

DCF methodology

The DCF methodology is appropriate when valuing companies where future cash flow projections can be made with a reasonable degree of confidence. As long term cash flows have not been prepared by Spookfish and neither Spookfish nor KPMG Corporate Finance consider there to be a reasonable basis to prepare longer term earnings or cash flow projections, the DCF methodology is not available.

Capitalised Earnings methodology

A Capitalised Earnings methodology has been adopted as a cross-check methodology. We have cross-checked our valuation by calculating the revenue multiples implied by our assessed Enterprise Value for Spookfish and comparing these implied multiples with those of comparable companies and transactions.

The capitalisation of maintainable earning methodology is generally considered a short form DCF, where an estimation of the future maintainable earnings of the business, rather than a stream of cash flows is capitalised based on an appropriate capitalisation multiple.

A Capitalised Earnings approach can be applied to a number of different earnings or cash flow measures, including, but not limited to Revenue, EBITDA, EBIT and net profit after tax. We consider a revenue multiple approach to be more appropriate as a cross check to our values determined having regard to recent trading in Spookfish shares for the following reasons:

- Spookfish is yet to make a profit and broker forecasts suggest that Spookfish will continue to be unprofitable in CY18 and only return a small profit in CY19
- negative or minimal earnings will result in negative or not meaningful earnings multiples
- revenue multiples are widely used to benchmark the value of technology companies.



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Management has provided us with internal forecasts in terms of its CY18 and CY19 revenue and earnings performance, however based on our discussion with management in relation to the level of uncertainty associated with various assumptions reflecting Spookfish's position in its lifecycle, that is, transitioning from product development to commercial operation, we do not consider there to be a reasonable basis to rely upon these forecasts at this time for the purpose of assessing the market value of the Company. We have considered broker consensus revenue forecasts for Spookfish for our cross-check procedures noting management's advice that these brokers' forecasts exceed management's general expectations at this time.

Net Assets

A net asset or cost based methodology is most appropriate for businesses where the value lies in the underlying assets and not the ongoing operations of the business (e.g. real estate holding companies). Such an approach does not capture growth potential or internally generated intangible value associated with the business and as such we have not adopted the net assets methodology.

Quoted price of listed securities

We have valued Spookfish by principal reference to share market trading prices on the ASX.

Prices at which a company's shares have been traded on the ASX (a publicly traded, informed and liquid market) can provide, in the absence of limited liquidity or unusual circumstances, an objective measure of the value of the company, excluding a premium for control. We note the following in relation to Spookfish shares:

- Spookfish commenced trading on the ASX under the ticker ASX:SFI in February 2015
- the disclosure requirements associated with being publicly listed suggest that any information in relation to Spookfish's standalone businesses that would have a material impact on its security price should have been disclosed to the market and as such the market is fully informed about the Company's performance. As a minimum Spookfish releases financial statements on a semi-annual basis. Spookfish is also required to disclose significant events to the market as and when they occur. Whilst not to the level of detail available within the Company, this level of public disclosure provides the market with a reasonable understanding of Spookfish's financial performance, strategy and outlook, enabling market participants to make reasonably informed decisions regarding an investment in Spookfish
- Spookfish is a relatively transparent entity being followed by a number of brokers
- trading in Spookfish shares is considered to be adequately liquid over the 12 month period to 25 July 2018, with no apparent impediments to trading, trading on each available trading date, and with 354.7 million shares traded over the period and therefore share prices can reasonably be taken to be representative of the price at which a portfolio shareholder could have realised their investment during the period
- the trading price of Spookfish's shares reflects the value of portfolio interests and is commonly assumed to exclude a premium for control.



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Having regard to the above and noting the limitation of adopting the other valuation methods, we have utilised the quoted price of listed securities methodology as our primary methodology.

We have also had regard to the most recent capital raisings and subsequent movements in the Company's share price for any further evidence of investors' assessment of the market value of the Company's securities.

Control premium

The price of quoted securities is derived from traded prices on a securities exchange, which usually represents the buying and selling of non-controlling portfolio holdings (small parcels of shares). As such, they reflect prices at which portfolio interests change hands. That is, there is no premium for control incorporated within such pricing. They may also be impacted by the level of liquidity in trading of the particular stock. Accordingly, when valuing a business as a whole i.e. on a 100 percent basis, it is appropriate to include a premium for control.

Consistent with the requirements of RG 111, in valuing Spookfish we have assumed 100 percent ownership, and therefore included a premium for control when assessing the value of a Spookfish share and in our assessment of revenue multiples implied by the share prices of the listed comparable companies selected for comparison.

Observations from transaction evidence indicates that takeover premiums paid in the Geophysical Surveying and Mapping Services, Computer Integrated Systems Design and Surveying Services sectors over the past ten years concentrate around a range between 20 percent and 45 percent for completed takeovers depending on the individual circumstances.

11.2 Valuation summary

Summary

As summarised in the table below we have assessed the value of a Spookfish share, inclusive of a premium for control, as lying in the range of \$0.059 to \$0.075, which compares to the Scheme Consideration of \$0.09 per Spookfish share.



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Table 15: Assessed value of a Spookfish share, inclusive of premium for control

Period up to and including 25 July 2018	\$	25% control premium	40% control premium
Closing share price – 25 July 2018 - \$	0.051	0.064	0.071
VWAP – 1 day - \$	0.051	0.064	0.071
VWAP – 1 week - \$	0.051	0.064	0.071
VWAP – 1 month - \$	0.050	0.062	0.070
VWAP – 3 months - \$	0.046	0.058	0.065
VWAP – 6 months - \$	0.052	0.065	0.073
VWAP – 12 months - \$	0.066	0.082	0.092
Assessed undiluted value per share - \$		0.070	0.090
Ordinary shares ¹ – undiluted 000s		1,250,111	1,250,111
Assessed total equity value – undiluted \$000s		87,508	112,510
Cash from the exercise of performance rights / options \$000s		6,281	11,020
Total equity value – diluted \$000s		93,788	123,530
Ordinary shares – diluted 000s ²		1,595,417	1,648,072
Value per share – diluted \$		0.059	0.075
<p><i>Notes:</i></p> <p>1. Spookfish undiluted shares on issue taken as at 25 July 2018 in order to ensure consistency with quoted market price analysis</p> <p>2. Diluted ordinary shares include 214 million Milestone 2 shares and 131.3 million (low end) and 184.0 million (high end) of “in the money” options and performance rights based on our assessed range of undiluted value per share of \$0.07 to \$0.09. In the event the Scheme is approved, the number of Milestone 2 shares participating in the Scheme will be reduced to 139.1 million in accordance with the terms of the original acquisition agreement. As this reduction in the number of Milestone 2 shares will only occur in the context of a takeover offer, this does not impact the value of a Spookfish share in the absence of the Scheme</p> <p>3. May not add due to rounding.</p>			

Source: Capital IQ and KPMG Corporate Finance analysis

Assessed undiluted value per share

We have assessed an appropriate undiluted market value of a Spookfish share to be in the range of \$0.07 to \$0.09 having regard to the facts below.

Volume Weighted Average Price

The above table sets out the VWAP for Spookfish shares on ASX over the 12 months prior to the announcement of the Scheme, along with the VWAP adjusted to include a control premium. In relation to the above table we note that:

- Spookfish shares over the 12 month period to 25 July 2018 traded on all of the 253 available trading days on the ASX
- Spookfish shares traded at a high of \$0.098 on 28 July 2017 and recorded a low of \$0.036 on both 15 May 2018 and 21 May 2018

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- Spookfish shares closed on 25 July 2018 at \$0.051, being the last trading day prior to the announcement of the Scheme
- Spookfish shares traded at a VWAP of \$0.046 over the preceding three months, likely reflecting the issue of the 171.2 million Milestone 1 shares on 20 April 2018.

Control premium

As the price of quoted securities is derived from market prices which usually represent the buying and selling of non-controlling portfolio holdings we have applied a control premium in the range of 25% to 40%, reflecting the level of control premium typically observed in successful acquisition transactions in the Geophysical Surveying and Mapping Services, Computer Integrated Systems Design and Surveying Services sectors over the preceding 10 years.

Placement price

As a cross check to our assessed range of values for an undiluted Spookfish share price of between \$0.07 and \$0.09 we have also considered the terms of recent placements of Spookfish shares.

We note that Spookfish's most recent placement occurred approximately 15 months prior to the announcement of the Scheme. On 26 April 2017, Spookfish announced that it had raised \$9.3 million in equity capital through the issue of 124 million new shares at a price of \$0.075 per share. The equity raising was made to existing investors, including EagleView and new sophisticated and institutional investors and represented around 12.8% of the capital base of Spookfish at the time. The placement price of \$0.075 per share represented an 8.5% discount to Spookfish's closing share price of \$0.082 on 21 April 2017.

The below table summarises details of the two most recent capital raises undertaken by Spookfish. We note that issuing of the Notes in 2016 occurred more than 2 years prior to the announcement of the Scheme.

Table 16: Summary of public Spookfish capital raisings

Placement	Announcement date	Value \$m	Price \$	% of total Company capital %	Pre-announcement market price \$
Convertible note	17-May-16	6.0	0.060	10.9%	0.068
Private Placement - 2017	26-April-17	9.3	0.075	12.8%	0.082

Source: Capital IQ, KPMG Corporate Finance analysis

As noted previously, Spookfish shares have generally traded downwards over the past 12 months.

Assessed diluted value per share

We have assessed the value of a diluted Spookfish share, inclusive of a premium for control, as lying in the range of \$0.059 to \$0.075

As at 25 July 2018, Spookfish had on issue 246.5 million options, exercisable at various prices, as well as 225.8 million rights. Where our range of assessed values for an undiluted share in Spookfish, inclusive of a premium for control, of \$0.07 to \$0.09, exceeds the relevant exercise price we have assumed these options/rights will be exercised and have included funds to be received on exercise in our assessed value



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of the total equity of Spookfish. A corresponding increase in the number of shares has also been included in order to derive our diluted equity values.

Cross-check

The enterprise value of Spookfish as a multiple of CY19 revenue implied by our range of assessed values for a Spookfish share and revenue forecasts by broking houses has been cross-checked to revenue multiples for broadly comparable listed entities and transactions involved in the geospatial imaging industry in Australia and internationally. These multiples are summarised below, relevant descriptions of comparable companies are provided at Appendix 4 of this report.

Implied enterprise value

The table below sets out the enterprise value of Spookfish based on our range of assessed values for the equity in Spookfish as a whole, inclusive of a premium for control, is in the range of \$88.5 million to \$118.3 million. Net debt of Spookfish has been incorporated in our valuation based on book values as at 30 June 2018.

Table 17: Enterprise value

\$ million or as stated otherwise	Valuation Range	
	Low	High
Ordinary shares – diluted (millions)	1,595.4	1,648.1
Share price (\$)	0.059	0.075
Total equity value – diluted	93.8	123.5
Add: Debt	-	-
Less: Cash	5.3	5.3
Net debt	(5.3)	(5.3)
Enterprise value	88.5	118.3
Notes:		
1. May not calculate exactly due to rounding.		

Source: KPMG Corporate Finance analysis

Revenue

Management has provided guidance on the CY18 and CY19 revenue, however based on our discussions with Spookfish management in relation to the level of uncertainty associated with various assumptions and given Spookfish's position in its lifecycle, that is, transitioning from product development to commercial operations, we do not consider there to be a reasonable basis to rely upon these forecasts at this time for the purpose of assessing the market value of the Company.

We note however that two broker reports in relation to Spookfish have been issued in recent times which forecast CY19 revenue, which we have adopted for the purpose of our cross-check. Noting however that management has indicated that these revenue estimates exceed the Company's general internal expectations at this time.



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Table 18: Summary of broker forecasts

Broker	Date	Revenue CY19e \$m
Broker 1	30-May-18	31.7
Broker 2	30-Apr-18	40.6

Source: Broker reports

In relation to the above table, we note that the majority of the revenue forecast by broker 2 to occur in CY19 comprises cost recoveries from EagleView for the manufacture of Camera Systems rather than royalties or sales of aerial imagery data. Broker 1 has not provided a break out of revenue by source.

Implied Revenue multiple

Our assessed enterprise value of Spookfish of \$88.5 million to \$118.3 million and brokers' CY19 revenue estimates imply multiples of revenue as set out below.

Table 19: Implied forecast revenue multiple

	Low	High
Enterprise value (\$ million)	88.5	118.3
Revenue (\$ million)	40.6	31.7
Revenue multiple (x)	2.2x	3.7x

Source: KPMG Corporate Finance analysis

We note had a lower revenue figure been adopted in accordance with management's general expectations in relation to CY19, this would have resulting in an increased revenue multiple.

Comparison to listed comparable company multiples – sharemarket evidence

The table below sets out the revenue trading multiples of comparable listed entities involved in the geospatial imaging industry in Australia and internationally implied by their market capitalisation as at the announcement of the Scheme, an allowance, solely for comparison purposes, for a notional premium for control of 25% to 40% and their most recent reported net debt/(cash) positions.



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Table 20: Comparable company revenue multiples

Company	Market capitalisation AUDm	Enterprise value AUDm	Revenue multiple NTM	
			25 % Control premium	40 % Control premium
Australian companies				
Nearmap Ltd	599	578	10.2x	11.4x
Mean			10.2x	11.4x
Median			10.2x	11.4x
Foreign companies				
Zenrin Co., Ltd	1,836	1,864	3.0x	3.4x
Pasco Corporation	248	566	1.0x	1.1x
Peace Map Holding Ltd	239	335	n/a	n/a
Asia Air Survey Co., Ltd	159	151	n/a	n/a
Genesys International Corporation Ltd	116	117	5.2x	5.9x
UrtheCast Corporation	33	76	2.8x	3.0x
Global UAV Technologies Ltd	10	9	n/a	n/a
Intermap Technologies Corporation	8	45	n/a	n/a
Mean			3.0x	3.4x
Median			2.9x	3.2x
Total Mean			4.4x	5.0x
Total Median			3.0x	3.4x
1. NTM = Next Twelve Months				
2. n/a indicates broker forecasts not available				

Source: Capital IQ

We note that the range of revenue multiples implied by our range of assessed market values for the enterprise value of Spookfish lies within the range of equivalent observed listed company multiples. In relation to the above table, we note the following:

- the abovementioned multiples have been derived from share market prices which comprise trading in smaller, portfolio shareholdings and therefore may not include any premium for control. Accordingly, we have calculated the multiples above after application of a control premium range of 25 to 40 percent
- the trading revenue multiples are calculated based on broker estimates of the forecast revenue for the next twelve months (NTM) from the date immediately prior to the announcement of the Scheme. Our implied multiple for Spookfish is based on CY19 forecast revenue. The trading revenue multiples of the comparable companies are therefore likely to be inherently higher had they been calculated over the CY19 period, assuming revenue is expected to increase in the future
- whilst the comparable companies are considered to be broadly comparable to the operations of Spookfish in terms of product sector, market focus and competitive environment the geospatial imagery industry is highly fragmented, comprising a large number of small, privately held businesses



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each with very distinct characteristics and subject to different market conditions, regulatory requirements and geographical presence.

The most comparable company is Nearmap. Nearmap is an aerial imagery capture company, providing aerial imagery across Australia, New Zealand and the United States. Nearmap is trading at an implied 10.2 and 11.4 times NTM revenue (inclusive of notional control premiums). Its multiples are higher than that of Spookfish, likely reflecting the difference in the two companies stage of maturity. Nearmap has approximately 10 years' worth of imagery in Australia and approximately 3 years of imagery in the US, whilst Spookfish is currently migrating from product development to commercial operations

- the majority of the companies considered are significantly larger than Spookfish in terms of scale of operations and stage of maturity etc.
- international companies have next year forecast revenue multiples, inclusive of control premiums, ranging from 1.0 to 5.9 times revenue.

Whilst in our view the outcome of this analysis provides broad support for our range of values, this form of analysis should only be considered as a high level cross-check of the outcomes of other valuation methodologies.

Comparison to listed transaction multiples

The following table sets out multiples of revenue implied by recent transactions involving companies involved in the geospatial imagery industry.

Table 21: Comparable transaction revenue multiples

Target	Percentage Acquired	Date Announced	Implied Enterprise Value ¹ \$m	Implied Revenue Multiple (times)
Aerial Imaging Resources Inc.	100.0%	5-Mar-18	2.5	n/a
7 Companies	100.0%	30-Jun-17	40.5	n/a
DigitalGlobe, Inc.	100.0%	24-Feb-17	4,355.1	4.2
Pioneer Exploration Consultants Ltd, UAV Division	100.0%	19-Jul-16	n/a	n/a
High Eye Aerial Imaging Inc.	100.0%	6-Jul-16	0.3	n/a
Wuda Geoinformatics Co., Ltd.	54.9%	6-Nov-15	n/a	n/a
BlackBridge Geomatics Corp.	100.0%	15-Jul-15	n/a	n/a
Average				4.2
Median				4.2

Notes:

1. Implied enterprise value calculated using the consideration offered by the acquirer and the target's net debt/cash position reported prior to the announcement of the transaction.

2. "n/a" denotes not available

3. "nka" means now known as

Source: Capital IQ

In relation to the above table, we note the following:



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- there is a limited number of transactions involving companies solely in the geospatial imagery industry reflecting the fact that the industry is highly fragmented, comprising a large number of small, privately held businesses. As a result there is a paucity of data available to assess implied transaction multiples
- the multiple implied by the acquisition of DigitalGlobe, Inc. (**DigitalGlobe**) lies above than the implied multiple range of Spookfish. In this regard we note that DigitalGlobe is considered only broadly comparable to Spookfish in that DigitalGlobe has a sophisticated commercial satellite constellation in orbit and, based on the acquisition, had an implied enterprise value of \$4.4 billion, a significantly larger company than Spookfish.

Further details are set out in Appendix 5.



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Appendix 1 – KPMG Corporate Finance disclosures

Qualifications

The individuals responsible for preparing this report on behalf of KPMG Corporate Finance are Jason Hughes and Sean Collins. Each has a significant number of years of experience in the provision of corporate financial advice, including specific advice on valuations, mergers and acquisitions, as well as preparation of expert reports.

Jason Hughes is an Authorised Representative of KPMG Corporate Finance and a Partner in the KPMG Partnership. Jason is a Fellow of Chartered Accountants Australia and New Zealand, a Senior Fellow of the Financial Services Institute of Australasia, a member of the Australia Institute of Company Directors and holds a Bachelor of Commerce and a Graduate Diploma in Applied Finance. Jason has extensive experience in the preparation of independent expert reports and corporate valuations.

Sean is a Fellow of Chartered Accountants Australia and New Zealand, a Fellow of the Chartered Institute of Securities and Investments in the United Kingdom and holds a Bachelor of Commerce from the University of Queensland. Sean has a significant number of years of experience in the provision of corporate financial advice, including specific advice on valuations, mergers and acquisitions, as well as the preparation of expert reports.

Disclaimers

It is not intended that this report should be used or relied upon for any purpose other than KPMG Corporate Finance's opinion as to whether the Scheme is in the best interests of Scheme Shareholders. KPMG Corporate Finance expressly disclaims any liability to any Scheme Shareholder who relies or purports to rely on the report for any other purpose and to any other party who relies or purports to rely on the report for any purpose whatsoever.

Other than this report, neither KPMG Corporate Finance nor the KPMG Partnership has been involved in the preparation of the Scheme Booklet or any other document prepared in respect of the Scheme. Accordingly, we take no responsibility for the content of the Scheme Booklet as a whole or other documents prepared in respect of the Scheme.

We note that the forward-looking financial information prepared by Spookfish does not include estimates as to the potential impact of any future changes in taxation legislation in Australia, US or any other jurisdiction. Future taxation changes are unable to be reliably determined at this time.

Our report makes reference to "KPMG Corporate Finance analysis". This indicates only that we have (where specified) undertaken certain analytical activities on the underlying data to arrive at the information presented.

Independence

KPMG Corporate Finance and the individuals responsible for preparing this report have acted independently.

In addition to the disclosures in our Financial Services Guide, it is relevant to a consideration of our independence that, during the course of this engagement, KPMG Corporate Finance provided draft copies

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of this report to management of Spookfish for comment as to factual accuracy, as opposed to opinions which are the responsibility of KPMG Corporate Finance alone. KPMG Corporate Finance provided a full draft of our report, including our draft opinion prior to the announcement on 10 September 2018 that EagleView had increased its offer from \$0.08 for each Spookfish share to \$0.09 for each share. Changes made to this report as a result of those reviews and the increase of the Scheme Consideration have not altered the opinions of KPMG Corporate Finance as stated in this report.

Consent

KPMG Corporate Finance consents to the inclusion of this report in the form and context in which it is included with the Explanatory Memorandum to be issued to Scheme Shareholders. Neither the whole nor the any part of this report nor any reference thereto may be included in any other document without the prior written consent of KPMG Corporate Finance as to the form and context in which it appears.

Professional standards

Our report has been prepared in accordance with professional standard APES 225 "Valuation Services" issued by the Accounting Professional & Ethical Standards Board.



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Appendix 2 – Sources of information

In preparing this report we have been provided with and considered the following principal sources of information:

Publicly available information:

- various ASX company announcements including, inter alia, annual and half year financial statements and quarterly reports
- various broker and analyst reports
- various press and media articles
- various reports published by IBISWorld Pty Ltd, the Economic Intelligence Unit Limited and Oxford Economics
- various company websites and investor presentations
- financial information from S&P Capital IQ, Bloomberg, Merger Market, Thompson One, Consensus Economics and Connect 4.

Non-public information

- the Scheme Booklet (including earlier drafts)
- Spookfish's top 10 registered shareholders as at 7 September 2018
- cash flow projections of Spookfish for CY18-19, prepared by Spookfish
- the development licence royalty agreement between Spookfish and EagleView

In addition, we have held discussions with, and obtained information from, the senior management of Spookfish and their advisers.



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Appendix 3 – Industry overview

Spookfish operates in the Geospatial Image Acquisition and Processing Services industry, a sub-category of the wider Surveying and Mapping Services industry (the **SaMS Industry** or **Industry**). The SaMS Industry provides services to determine the physical dimensions of earth and space, delineate ownership of land, erect buildings and structures, and to create maps.

To provide a context for assessing the future prospects of the Company, which in the short-term expects the majority of its revenue to be generated from the provision of Australian based high-resolution aerial imagery, we have set out below an overview of the SaMS Industry in Australia, and where information has been available make specific comment on the aerial imagery market. We have also included commentary in relation to the global aerial imagery market, in particular estimates of the aerial imagery market in North America given Spookfish's partnership arrangement with EagleView.

Australia

Key markets

The Australian SaMS Industry derives most of its revenue from private sector clients in the construction, mining and energy markets. Federal, state and local governments are however also important users of surveying services, particularly as it relates to public funding for land development and services for infrastructure and environmental purposes.

Canaccord Genuity indicates that whilst aerial imagery has typically been used for the construction, mining, agriculture and government sectors that it is now increasingly being used across engineering, insurance, solar and for other commercial purposes given improvements in accuracy, speed, accessibility and costs.³ We note that Spookfish expects that the majority of its Australian revenue will, at least in the short term, come from private enterprise, with the remainder being generated from government.

While trends in key building and infrastructure markets principally drive the performance of the SaMS Industry, advancements in surveying and mapping technology also influences the sector.

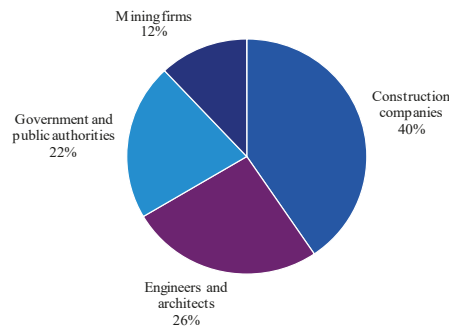
The key market segments of the SaMS Industry as a portion of the total forecast 2017/18 Australian industry revenues is set out below.

³ Canaccord Genuity Group Inc. report – Nearmap Ltd (24 June 2018)



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Figure 1: Summary of key markets of the Australian SaMS Industry



Source: IBISWorld Industry Report M6922 – Surveying and Mapping Services in Australia (February 2018)

Construction companies

Surveying applies to most stages of the development, site preparation and construction process. Surveyors typically consult directly with the building firms or property developers. The industry is projected to generate 40.5% of its revenue in 2017-18 from the provision of services to building companies and real estate property developers.

Engineers and architects

The Industry derives approximately 26% of its annual revenue from the supply of contracting services to professional firms, such as consultant engineers and architects. Many of the larger professional firms have in-house surveying capacity so the Industry caters to the many smaller consulting firms that have no in-house capability. The share of Industry revenue derived from engineers and architects is dependent on the demand for surveying work on commercial building and apartment construction projects, transport infrastructure and communications developments.

Government and public authorities

Federal, state and local governments are important downstream users of surveying services. This relates particularly to public funding for land development and services for infrastructure and environmental purposes. Public authorities typically coordinate activity undertaken in-house or outsourced to private subcontractors.

Mining firms

Mining firms provide an important revenue source for geophysical and construction surveyors. While mineral and oil exploration firms search for deposits, the Industry provides input to the physical development of the mine. This includes surveying for infrastructure associated with the mining process, such as tailing dams; surveying for road, rail and sea access; open-cut design; and surveying of the natural topography.

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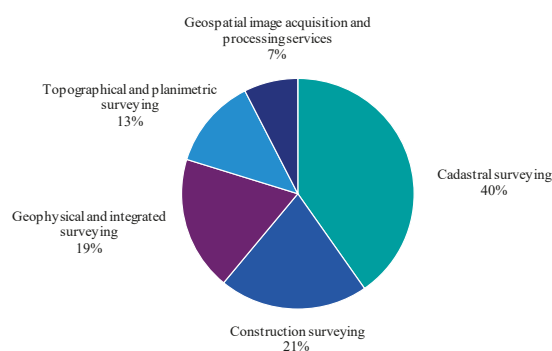


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Products and services

The figure below sets out the product and service segmentation of the Industry in Australia in 2017-18. As previously mentioned Spookfish operates principally in the Geospatial image acquisition and processing segment.

Figure 2: Product segmentation of the Australian SaMS Industry (2017-18)



Source: IBISWorld Industry Report M6922 – Surveying and Mapping Services in Australia (February 2018)

Geospatial image acquisition and processing

IBISWorld estimates that geospatial photo and image acquisition (from aircraft and satellites) and processing, which involves the sale of images and maps created using remote sensing and photogrammetry, accounted for 7.5% (approximately \$225 million) of total Australian Industry revenue (approximately \$3 billion) in 2017-18.⁴ IBISWorld also notes that this segment's share of revenue over the past five years has rapidly expanded due to the availability of lower cost technology, such as drones, and promises to fulfil much of the required surveying without the same investment requirements and labour input.

In June 2014, the US Government relaxed resolution restrictions on the sale of satellite imagery, enabling satellite operators to provide 30cm ground sample distance (**GSD**) imagery to the commercial market for the first time.⁵ This means that pixels from some satellites will cover an area on the ground measuring 30cm x 30cm, or 900cm². In comparison, aerial imagery is able to achieve 5cm GSD imagery. Consequently, satellite imagery is currently less accurate than aerial imagery but has the advantage of delivering a large imagery footprint (10-15km wide) which can be revisited daily.

Drones and remotely piloted aircraft (**RPA**) whilst being able to achieve imagery quality comparable to imagery from aircrafts, are currently only capable of capturing small areas compared to imagery from aircrafts. This suggests that drones may be useful for bespoke, small area use cases where project

⁴ IBISWorld Industry Report M6922 – Surveying and Mapping Services in Australia (February 2018)

⁵ Spookfish website – Satellite imagery: the fast-moving space of moving fast in space (30 March 2016)



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requirements do not fit into a larger capture program, which would likely be cost prohibitive with the use of drones.⁶

Cadastral surveying

According to IBISWorld, cadastral surveying is expected to account for 40.3% of Industry revenue in 2017-18. Cadastral surveying involves property-line surveying, subdivision layout and design work and is driven by the volume of property transactions.

Construction surveying

Construction surveying involves determining property boundaries and building and amenity layouts. Large-scale professional firms and builders often have in-house surveying personnel that compete with Industry operators for a share of the construction surveying market.

Geophysical and integrated surveying

This segment involves seismic and non-seismic surveying below the earth's surface. Geophysical surveying has long been an important aspect of the Industry and is largely impacted by mining developments. Firms operating in this segment specialise in identifying the location of subsurface fault lines and mineral deposits using surveying techniques such as 2D, 3D and 4D seismic surveys; magnetic surveys; gravity surveys; and electrical and electromagnetic surveys. This segment includes the sale of geophysical data products (data and software), and generates a substantial share of its revenue through the analysis and sale of data acquired in the surveying process.

Topographical and planimetric surveying

Topographical and planimetric (large-scale) surveying and mapping include cartographic mapping for creating road maps and topographical charts. This segment also includes specialised surveying services such as geodetic, hydrographic and bathymetric surveying; geographic information systems for developing a spatial and geographical information framework; and thematic, orthophoto and nautical mapping and charting. Increased demand for detailed surveying for global positioning system (GPS) navigational and real estate applications has supported this segment's improved performance.

Competitive landscape

Australian market concentration

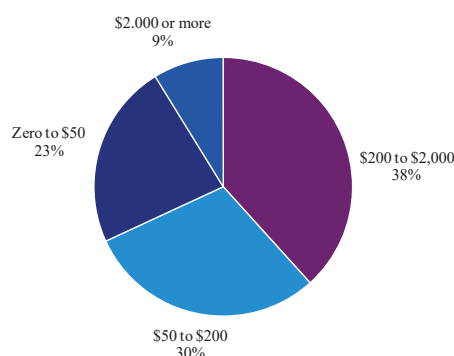
The Australian SaMS Industry is characterised by many small-scale establishments with the four largest players (Fugro Holdings Australia Pty Ltd, Veris Limited, AAM Pty Ltd and Jacobs Australia Holdings Company Pty Ltd) accounting for less than 10.0% of industry revenue. IBISWorld estimates Nearmap Ltd's market share to be less than 1.5% of the Industry. Moreover, it suggests that only 8.8% of businesses generate more than \$2.0 million in annual revenue and only 4.5% of enterprises employ over 20 people.

⁶ Spookfish website – What about drones (7 April 2016)



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Figure 3: Distribution of Industry enterprises by annual revenue size - \$000s (2017-18)



Source: IBISWorld Industry Report M6922 – Surveying and Mapping Services in Australia (February 2018)

Aerial mapping barriers to entry

Technology development of both camera systems and aerial platforms are key drivers of the aerial mapping market both of which require significant time and research and development prior to commercialisation.

Regulatory requirements associated with aerial platforms, such as aviation certification requirements, impact the competitive aerial mapping landscape. Aviation authorities (such as CASA and FAA) have in-depth and lengthy certification requirements for flying aerial camera systems. Gaining adequate certification in Australia or the US is estimated to be approximately a 2-3 year process.⁷ Regulatory requirements in major markets therefore act as a barrier to entry, protecting those already established in a market but also making it difficult for a dominant player in one market to easily establish itself in another market.

Outlook

According to IBISWorld the Industry is expected to generate \$3.0 billion in revenue in Australia in 2017-2018 and is expected to grow at an average annual rate of 1.6% over the 5 years to 2022-23⁸. We note that IBISWorld estimated that geospatial photo and image acquisition (from aircraft and satellites) and processing accounted for 7.5% (approximately \$225 million) of total Australian Industry revenue in 2017-18.

Global aerial imagery market

Moelis Australia estimates the size of the current global aerial imagery market in 2018 to be US\$1.8 billion, growing to US\$2.9 billion by 2022 at a 5 year compounded annual growth rate (CAGR)

⁷ Moelis Australia report – Initiation of coverage: Nearmap Limited (29 June 2018)

⁸ IBISWorld Industry Report M6922 – Surveying and Mapping Services in Australia (February 2018)



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of 13.4%.⁹ Geospatial Media Analysis suggest that the market is somewhat bigger than this and that the global aerial imagery market (excluding 3D) is expected to rise from US\$6.3 billion in 2017 to US\$10.1 billion in 2020, representing a 3 year CAGR of +17%.¹⁰

North America

The aerial imagery market in North America is estimated to be worth circa US\$0.9 billion per annum currently. This is expected to grow to circa US\$1.4 billion by 2022 (which is approximately 5-10x the size of the opportunity in the Australian market) and up to circa US\$2 billion by 2025 at a CAGR of 15.3%.¹¹ Canaccord Genuity Group notes that whilst the US aerial imagery market is more advanced and much larger than the Australian market that it is highly fragmented with the largest player (EagleView) controlling less than 10% of the market.¹²

Other regions

We understand that Europe presents viable options given its population and size however, Europe may also present some hurdles including weather, language and political dynamics.¹³ We also note that management has advised that the European market is highly fragmented with no single dominant participant presenting a logical partnering opportunity. Furthermore, separate aviation approvals would need to be obtained for each market, which as noted previously is likely to be a lengthy process.

⁹ Moelis Australia report – Initiation of coverage: Nearmap Limited (29 June 2018)

¹⁰ Canaccord Genuity Group Inc. report – Nearmap Ltd (24 June 2018)

¹¹ Moelis Australia report – Initiation of coverage: Nearmap Limited (29 June 2018)

¹² Canaccord Genuity Group Inc. report – Nearmap Ltd (24 June 2018)

¹³ Moelis Australia report – Initiation of coverage: Nearmap Limited (29 June 2018)



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Appendix 4 – Selected listed companies

Table 1: Comparable companies

Company	Description
Australian geospatial imagery industry	
Nearmap Ltd	Nearmap Ltd provides online aerial photomapping services in Australia and the United States. The company offers PhotoMap, an online content provider that creates current and changing maps. Its solutions are used in the architecture and engineering, construction, insurance, rail, property, roofing, and solar, as well as government industries. Nearmap Ltd was founded in 2000 and is headquartered in Barangaroo, Australia.
Foreign geospatial imagery industry	
Zenrin Co., Ltd.	Zenrin Co., Ltd. collects and manages a range of geospatial information worldwide. It also produces maps, including residential maps and three-dimensional maps; land information maps, such as blue maps, property value maps/charts, public utilities maps, and specially designed maps; and digital maps comprising map database for businesses, PC map software for consumers, and map software for in-car navigation systems.
Pasco Corporation	Pasco Corporation engages in the acquisition, analysis, and provision of geospatial information in Japan and internationally. The company offers spaceborne services that handle data from the commercial earth observation satellites launched worldwide; and airborne surveying services, such as aerial photogrammetric, aerial laser, thermal sensor, and hyperspectral sensor surveying, as well as portable aerial photography and locator systems.
Peace Map Holding Limited	Peace Map Holding Limited, an investment holding company, engages in the geographical information business in the PRC. It operates through Business Application and Services, Data Collection, and Development and Sales of Equipment segments. The company offers aerial photography and remote sensing image data collection services.
Asia Air Survey Co., Ltd.	Asia Air Survey Co., Ltd., a construction consulting company, provides aerial surveying services and products in Japan and internationally. The company offers geospatial survey services, including space-borne remote sensing, aerial photography, airborne and mobile Light Detection and Ranging (LiDAR) surveying, UAV aerial surveying services, etc. It also engages in map-making, GIS data preparation, 3D model creation and visualization, LiDAR data analysis and visualization, administration-support GIS, and mapping system and 3DViewer system development activities, as well as the provision of red relief image maps.

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Company	Description
Australian geospatial imagery industry	
Genesys International Corporation Limited	Genesys International Corporation Limited provides mapping, survey, and geospatial services for enterprises, government agencies, and consumers worldwide. The company offers GIS consulting services, including mapping/GIS needs assessments, quality assurance / quality control analysis, and project design; spatial data conversion and migration services; and photogrammetric services, such as planning and collection of aerial imagery acquisition, photogrammetric film scanning, aerial triangulation and adjustment, 3D building and structure modelling, stereo-compilation, orthorectification, training and capacity building, and Digital Elevation Model (DEM) / Digital Terrain Model (DTM) contouring and cross-sections, as well as 3D data migration and GIS ready formats.
UrtheCast Corp	UrtheCast Corp., a technology company, provides information-rich products and services to geospatial and geoanalytics markets. The company operates Earth observation sensors in space, including two satellites, Deimos-1 and Deimos-2, to produce imagery data distributed directly to partners and customers. It is also developing OptiSAR, an integrated constellation of multispectral optical and synthetic aperture radar satellite; and UrtheDaily, a six-satellite constellation designed to capture optical imagery of the Earth's landmass.
Global UAV Technologies Ltd.	Global UAV Technologies Ltd. provides unmanned aerial vehicle (UAV) based services and products in Canada. The company offers aerial images; and conducts UAV based surveys in mining and aggregates, agriculture, inspection, and construction surveying sectors. It also delivers data options, including aerial photogrammetry, orthographic mosaics, DEM and DTM topographic maps, volume calculations, and high definition imagery for insurance or promotional purposes.
Intermap Technologies Corporation	Intermap Technologies Corporation, a geospatial information company, provides geospatial intelligence solutions in the United States, the Asia Pacific, and Europe. It offers InsitePro, a configurable insurance underwriting software; NEXTMap data subscriptions services; and NEXTMap global analytic services, such as powerful terrain and imagery tools that can be accessed through the Web. The company also provides foundation data layers that offer the framework necessary for governments and businesses to make informed decisions and find intelligent solutions to their planning challenges; and geospatial audit, data collection, and geospatial services.

Source: S&P Capital IQ



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Appendix 5 – Selected transactions

Table 1: Comparable transactions

Target	Acquirer	Percentage Acquired	Date Announced	Implied Enterprise Value ¹ \$m	Implied Revenue Multiple (times)
Aerial Imaging Resources Inc. 7 Companies	Global UAV Technologies Ltd.	100.0%	5-Mar-18	2.5	n/a
DigitalGlobe, Inc.	Verisk Analytics, Inc.	100.0%	30-Jun-17	40.5	n/a
Pioneer Exploration Consultants Ltd, UAV Division	SSL MDA Holdings, Inc. (nka:Maxar Technologies Holdings Inc.)	100.0%	24-Feb-17	4,355.1	4.2
High Eye Aerial Imaging Inc.	Alta Vista Ventures Ltd. (nka:Global UAV Technologies Ltd.)	100.0%	19-Jul-16	n/a	n/a
Wuda Geoinformatics Co., Ltd.	Alta Vista Ventures Ltd. (nka:Global UAV Technologies Ltd.)	100.0%	6-Jul-16	0.3	n/a
BlackBridge Geomatics Corp.	Certain individual and entity purchasers	54.9%	6-Nov-15	n/a	n/a
Average	Planet Labs Inc.	100.0%	15-Jul-15	n/a	n/a
Median					4.2

Notes:

1. Implied enterprise value calculated using the consideration offered by the acquirer and the target's net debt/cash position reported prior to the announcement of the transaction.

2. "n/a" denotes not available

3. "nka" means now known as

Source: S&P Capital IQ, MergerMarket, company websites and announcements

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Part Two – Financial Services Guide

Dated 14 September 2018

What is a Financial Services Guide (FSG)?

This FSG is designed to help you to decide whether to use any of the general financial product advice provided by KPMG Financial Advisory Services (Australia) Pty Ltd ABN 43 007 363 215, Australian Financial Services Licence Number 246901 (of which KPMG Corporate Finance is a division) (**KPMG Corporate Finance**) and Jason Hughes and Sean Collins as authorised representatives of KPMG Corporate Finance (**Authorised Representatives**), Authorised Representative numbers 404183 and 404189 respectively.

This FSG includes information about:

- KPMG Corporate Finance and its Authorised Representatives and how they can be contacted
- the services KPMG Corporate Finance and its Authorised Representatives are authorised to provide
- how KPMG Corporate Finance and its Authorised Representatives are paid
- any relevant associations or relationships of KPMG Corporate Finance and its Authorised Representatives
- how complaints are dealt with as well as information about internal and external dispute resolution systems and how you can access them; and the compensation arrangements that KPMG Corporate Finance has in place.

The distribution of this FSG by the Authorised Representatives has been authorised by KPMG Corporate Finance.

This FSG forms part of an Independent Expert's Report (**Report**) which has been prepared for inclusion in a disclosure document or, if you are offered a financial product for issue or sale, a Product Disclosure Statement (**PDS**). The purpose of the disclosure document or PDS is to help you make an informed decision in relation to a financial product. The contents of the disclosure document or PDS, as relevant, will include details such as the risks, benefits and costs of acquiring the particular financial product.

Financial services that KPMG Corporate Finance and the Authorised Representatives are authorised to provide

KPMG Corporate Finance holds an Australian Financial Services Licence, which authorises it to provide, amongst other services, financial product advice for the following classes of financial products:

- deposit and non-cash payment products;
- derivatives;
- foreign exchange contracts;
- government debentures, stocks or bonds;
- interests in managed investment schemes including investor directed portfolio services;
- securities;
- superannuation;
- carbon units;
- Australian carbon credit units; and
- eligible international emissions units,

to retail and wholesale clients. We provide financial product advice when engaged to prepare a report in relation to a transaction relating to one of these types of financial products. The Authorised Representatives is authorised by KPMG Corporate Finance to provide financial product advice on KPMG Corporate Finance's behalf.

KPMG Corporate Finance and the Authorised Representatives responsibility to you

KPMG Corporate Finance has been engaged by Spookfish Limited (**the Client**) to provide general financial product advice in the form of a Report to be included in the Scheme

Booklet prepared by the Client in relation to its proposed takeover by Eagle View Technologies Inc. (**EagleView**). You have not engaged KPMG Corporate Finance or the Authorised Representatives directly but have received a copy of the Report because you have been provided with a copy of the Document. Neither KPMG Corporate Finance nor the Authorised Representatives are acting for any person other than the Client.

KPMG Corporate Finance and the Authorised Representatives are responsible and accountable to you for ensuring that there is a reasonable basis for the conclusions in the Report.

General Advice

As KPMG Corporate Finance has been engaged by the Client, the Report only contains general advice as it has been prepared without taking into account your personal objectives, financial situation or needs.

You should consider the appropriateness of the general advice in the Report having regard to your circumstances before you act on the general advice contained in the Report. You should also consider the other parts of the Document before making any decision in relation to the Transaction.

Fees KPMG Corporate Finance may receive and remuneration or other benefits received by our representatives

KPMG Corporate Finance charges fees for preparing reports. These fees will usually be agreed with, and paid by, the Client. Fees are agreed on either a fixed fee or a time cost basis. In this instance, the Client has agreed to pay KPMG Corporate Finance approximately \$80,000 for preparing the Report.

KPMG Corporate Finance and its officers, representatives, related entities and associates will not receive any other fee or benefit in connection with the provision of the Report. KPMG Corporate Finance officers and representatives (including the Authorised Representatives) receive a salary or a partnership distribution from KPMG's Australian professional advisory and accounting practice (**the KPMG Partnership**). KPMG Corporate Finance's representatives (including the Authorised Representatives) are eligible for bonuses based on overall productivity. Bonuses and other remuneration and benefits are not provided directly in connection with any engagement for the provision of general financial product advice in the Report. Further details may be provided on request.

Referrals

Neither KPMG Corporate Finance nor the Authorised Representatives pay commissions or provide any other benefits to any person for referring customers to them in connection with a Report.

Associations and relationships

Through a variety of corporate and trust structures KPMG Corporate Finance is controlled by and operates as part of the KPMG Partnership. KPMG Corporate Finance's directors and Authorised Representatives may be partners in the KPMG Partnership. The Authorised Representative is a partner in the KPMG Partnership. The financial product advice in the Report is provided by KPMG Corporate Finance and the Authorised Representative and not by the KPMG Partnership. From time to time KPMG Corporate Finance, the KPMG Partnership and related entities (**KPMG entities**) may provide professional services, including audit, tax and financial advisory services, to companies and issuers of financial products in the ordinary course of their businesses. KPMG entities have not been involved in setting the terms of the transaction or alternatives to the transaction. KPMG entities have not provided any services to Spookfish or EagleView over the past two years. No individual involved in the preparation of this Report holds a substantial interest in, or is a substantial creditor of, the Client or has other material financial interests in the transaction.

Complaints resolution

Internal complaints resolution process

If you have a complaint, please let either KPMG Corporate Finance or the Authorised Representative know. Formal complaints should be sent in writing to The Complaints Officer,

KPMG, PO Box H67, Australia Square, Sydney NSW 1213. If you have difficulty in putting your complaint in writing, please telephone the Complaints Officer on 02 9335 7000 and they will assist you in documenting your complaint.

Written complaints are recorded, acknowledged within 5 days and investigated. As soon as practical, and not more than 45 days after receiving the written complaint, the response to your complaint will be advised in writing.

External complaints resolution process

If KPMG Corporate Finance or the Authorised Representatives cannot resolve your complaint to your satisfaction within 45 days, you can refer the matter to the Financial Ombudsman Service (**FOS**). FOS is an independent company that has been established to provide free advice and assistance to consumers to help in resolving complaints relating to the financial services industry.

Further details about FOS are available at the FOS website

www.fos.org.au or by contacting them directly at:

Address: Financial Ombudsman Service Limited, GPO Box 3, Melbourne Victoria 3001

Telephone: 1800 367 287

Facsimile: (03) 9613 6399 Email: info@fos.org.au

The Australian Securities and Investments Commission also has a freecall infoline on 1300 300 630 which you may use to obtain information about your rights.

Compensation arrangements

KPMG Corporate Finance has professional indemnity insurance cover as required by the Corporations Act 2001(Cth).

Contact Details

You may contact KPMG Corporate Finance or the Authorised Representatives using the contact details:

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A division of KPMG Financial Advisory Services (Australia)

Pty Ltd

10 Shelley St

Sydney NSW 2000

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NSW 1213

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Scheme of Arrangement

Pursuant to section 411 of the Corporations Act

Spookfish Limited
Target

The registered holders of fully paid ordinary shares in the capital of Target
as at the Record Date (other than Bidder)

Clayton Utz
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CLAYTON UTZ

Scheme of Arrangement made under section 411 of the Corporations Act 2001 (Cth)

Date

Parties

Spookfish Limited ACN 123 511 017 of 10 Brodie Hall Drive, Technology Park, Bentley, Western Australia, 6102, Australia (**Target**)

The registered holders of fully paid ordinary shares in the capital of Target as at the Record Date (other than Bidder) (**Scheme Shareholders**)

Background

- A. Target is a public company limited by shares and is admitted to the official list of ASX.
- B. Eagle View Technologies, Inc. of 3700 Monte Villa Parkway, Suite 200, Bothell, WA 98201, United States of America (**Bidder**) is a private company incorporated in the State of Washington, United States of America.
- C. Target and Bidder have entered into the Implementation Agreement pursuant to which, amongst other things, Target has agreed to propose this Scheme to Target Shareholders, and each of Target and Bidder has agreed to take certain steps to give effect to the Scheme.
- D. If the Scheme becomes Effective, then subject to the terms of the Scheme:
 - (a) all the Scheme Shares will be transferred to Bidder and the Scheme Consideration will be provided to the Scheme Shareholders; and
 - (b) Target will enter the name and address of Bidder in the Target Share Register as the holder of the Scheme Shares.
- E. Bidder has entered into the Deed Poll for the purpose of covenanting in favour of Scheme Shareholders to perform the obligations contemplated of it under the Scheme.

1. Definitions and interpretation

1.1 Definitions

In this document, unless the contrary intention appears or the context requires otherwise:

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it known as the Australian Securities Exchange.

Bidder Nominee has the meaning given in clause 4.1.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Perth, Western Australia.

CHESS means the clearing house electronic sub-register system for the electronic transfer of securities operated by ASX Settlements Pty Limited ABN 49 008 504 532.

Condition means each condition to this Scheme set out in clause 2.1.

Corporations Act means the Corporations Act 2001 (Cth).

Court means the Federal Court of Australia or such other court of competent jurisdiction as Target and Bidder agree in writing.

Deed Poll means the deed poll dated 9 October 2018 executed by Bidder in favour of the Scheme Shareholders (subject to any amendments permitted by its terms).

Effective means, when used in relation to the Scheme, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means the date on which the Scheme becomes Effective.

End Date means 26 January 2019 or such other date agreed in writing between Target and Bidder.

Implementation Agreement means the scheme implementation agreement dated 26 July 2018 between Target and Bidder under which, amongst other things, Target has agreed to propose the Scheme to Scheme Shareholders, and each of Bidder and Target has agreed to take certain steps to give effect to the Scheme.

Implementation Date means the date that is 5 Business Days after the Record Date or such other date as Target and Bidder agree in writing.

Listing Rules means the official listing rules of ASX.

Record Date means 5:00 pm on the date that is 5 Business Days after the Effective Date or such other time and date agreed in writing between Bidder and Target.

Registered Address means in relation to a Target Shareholder, the address shown in the Target Share Register.

Regulatory Authority means:

- (a) any government or local authority, any department, minister or agency of any government and any other governmental, administrative, fiscal, monetary or judicial body; and
- (b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange.

Scheme means the scheme of arrangement under part 5.1 of the Corporations Act between Target and Scheme Shareholders as set out in this document, subject to any alterations or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act and agreed to by Bidder and Target.

Scheme Consideration means the amount of cash which a Scheme Shareholder is entitled to receive under the Scheme, being \$0.09 for each Scheme Share subject to adjustment in accordance with clause 4.8.

Scheme Meeting means the meeting of Target Shareholders to be convened by the Court in relation to the Scheme pursuant to section 411(1) of the Corporations Act.

Scheme Share means a Target Share on issue as at the Record Date, other than any Target Shares held by Bidder as at the Record Date.

Scheme Shareholder means each person registered in the Target Share Register as a holder of Scheme Shares as at the Record Date.

Scheme Transfer means one or more proper instruments of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be or include a master transfer of all or part of the Scheme Shares.

Second Court Date means the first day of the hearing of an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Security Interest has the meaning given in section 12 of the Personal Properties Securities Act 2009 (Cth).

Subsidiary has the meaning given to it in the Corporations Act.

Target Share Register means the register of members of Target maintained by or on behalf of Target in accordance with section 168(1) of the Corporations Act.

Target Share Registry means Computershare Investor Services Pty Limited ACN 078 279 277.

Target Shareholder means a person who is registered in the Target Share Register as a holder of Target Shares.

Target Shares means fully paid ordinary shares in the capital of Target.

Trust Account means an Australian dollar denominated trust account operated by Target as trustee for the Scheme Shareholders, as nominated by Target and notified to Bidder at least 5 Business Days prior to the Implementation Date, being the account into which Bidder will deposit an amount equal to the total Scheme Consideration in accordance with clause 4.4.

1.2 Interpretation

In this Scheme headings and labels used for definitions are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) the word **including** or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a **person** includes an individual, the estate of an individual, a corporation, an authority, an association or parties in a joint venture, a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) references to paragraphs or clauses are to a paragraph or clause of this document;
- (g) a reference to a document (including this Scheme) is to that document as varied, novated, ratified or replaced from time to time;
- (h) a reference to an agency or body if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (**obsolete body**), means the agency or body which performs most closely the functions of the obsolete body;

- (i) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (j) if a word or phrase is not given a defined meaning in clause 1.1 but is defined in or for the purposes of the Corporations Act, it has the same meaning when used in this Scheme;
- (k) a reference to a date or time is to that date or time in Perth, Australia; and
- (l) this Scheme or any clause in this Scheme must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

1.3 Business Day

Except where otherwise expressly provided, where under this document the day on which or by which any act, matter or thing is to be done is a day other than a Business Day, such act, matter or thing shall be done on the immediately preceding Business Day.

2. Conditions

2.1 Conditions to the Scheme

The Scheme is conditional upon, and will have no force or effect until, the satisfaction of each of the following conditions, and the provisions of clauses 3 and 4 will not come into effect unless and until each of these conditions have been satisfied:

- (a) as at 8:00 am on the Second Court Date each of the conditions set out in clause 3.1 of the Implementation Agreement (other than the condition relating to the approval of the Court set out in clause 3.1(b) of the Implementation Agreement) has been satisfied or waived in accordance with the terms of the Implementation Agreement;
- (b) as at 8:00 am on the Second Court Date neither the Implementation Agreement nor the Deed Poll has been terminated;
- (c) the Court approves this Scheme under section 411(4)(b) of the Corporations Act with or without modification acceptable to Bidder and Target (each acting reasonably);
- (d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to the Scheme as are acceptable to Bidder and Target (each acting reasonably) have been satisfied or waived; and
- (e) the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to the Scheme.

2.2 Certificates in relation to Conditions

On the Second Court Date:

- (a) Target must provide to the Court a certificate (or such other evidence as the Court may request) confirming (in respect of matters within its knowledge) whether or not the Conditions set out in clauses 2.1(a) and 2.1(b) have been satisfied or waived; and

- (b) Bidder must provide to the Court a certificate (or such other evidence as the Court may request) confirming (in respect of matters within its knowledge) whether or not the Conditions set out in clauses 2.1(a) and 2.1(b) have been satisfied or waived.

2.3 Termination of Implementation Agreement

Without limiting any rights under the Implementation Agreement, in the event that the Implementation Agreement is terminated in accordance with its terms before 8:00 am on the Second Court Date, Target and Bidder are each released from:

- (a) any further obligation to take steps to implement the Scheme; and
- (b) any liability with respect to the Scheme.

3. Scheme

3.1 Effective Date of the Scheme

Subject to clause 3.2, the Scheme will take effect on and from the Effective Date.

3.2 End Date

The Scheme will lapse and be of no further force or effect if the Effective Date has not occurred on or before the End Date, unless Target and Bidder agree in writing.

4. Implementation of Scheme

4.1 Bidder Nominee

- (a) Pursuant to clause 2.3 of the Implementation Agreement, Bidder may nominate a wholly owned Subsidiary of Bidder (**Bidder Nominee**) to pay the Scheme Consideration and/or to which the Scheme Shares are to be transferred in accordance with clause 4.3 of this Scheme.
- (b) If Bidder nominates a Bidder Nominee, then clause 2.3 of the Implementation Agreement provides that:
 - (i) Bidder and Target must procure that the Scheme Shares transferred under the Scheme are transferred to Bidder Nominee rather than Bidder;
 - (ii) Bidder must procure that Bidder Nominee:
 - A. complies with the Implementation Agreement as if Bidder Nominee were a party to it in place of Bidder; or
 - B. executes and delivers to Target a deed poll of accession in favour of Target under which Bidder Nominee agrees to comply with the Implementation Agreement as if it were a party to it in place of Bidder; and
 - (iii) any such nomination will not relieve Bidder of its obligations under the Implementation Agreement, including the obligation to pay or procure payment of the Scheme Consideration as contemplated by the terms of the Implementation Agreement and this Scheme (provided that Bidder will not be in breach of the Implementation Agreement or Deed Poll if it does not discharge an obligation where that obligation has been fully discharged by Bidder Nominee).

- (c) If Bidder validly nominates a Bidder Nominee in accordance with the Implementation Agreement and Bidder Nominee provides the deed poll described in clause 4.1(b)(ii)B of this Scheme, references in this Scheme to "Bidder" will be read as "Bidder or Bidder Nominee (as applicable)" to the extent necessary to achieve the objective stated in clause 4.1(a). For the avoidance of doubt, such deemed reading does not of itself relieve Bidder of any of the obligations attributed to it under this Scheme.

4.2 Lodgement of Court Orders with ASIC

If the Conditions (other than the Condition set out in clause 2.1(e)) are satisfied, Target must promptly lodge with ASIC in accordance with section 411(10) of the Corporations Act an office copy of the Court order approving the Scheme, and in any event by no later than 5:00 pm on the Business Day following the date on which the Court approves the Scheme or such other Business Day as Target and Bidder agree in writing.

4.3 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by clauses 4.4 and 4.5 and Bidder having provided Target with written confirmation thereof, all of the Scheme Shares will, together with all rights and entitlements attaching to the Scheme Shares, be transferred to Bidder without the need for any further act by any Scheme Shareholder (other than acts performed by Target or its directors as attorney or agent for Scheme Shareholders under this Scheme) by:
 - (i) Target delivering to Bidder a completed Scheme Transfer duly executed on behalf of the Scheme Shareholders in accordance with clause 7.1 of this Scheme; and
 - (ii) Bidder delivering to Target a completed Scheme Transfer, duly executed by Bidder, and attending to the stamping of the Scheme Transfer (if required); and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 4.3(a), Target must enter, or procure the entry of, the name and address of Bidder in the Target Share Register as the holder of all of the Scheme Shares.

4.4 Provision of Scheme Consideration

- (a) By no later than the Business Day before the Implementation Date, Bidder will deposit (or procure the deposit of) an amount equal to the total Scheme Consideration in cleared funds into the Trust Account (provided that any interest on the amount deposited (less bank fees and other charges) will be credited to Bidder's account).
- (b) On the Implementation Date, subject to funds having been deposited in accordance with clause 4.4(a), Target must pay or procure the payment of the Scheme Consideration from the Trust Account to each Scheme Shareholder based on the number of Scheme Shares held by such Scheme Shareholder as set out in the Target Share Register on the Record Date, which obligation will be satisfied by:
 - (i) where a Scheme Shareholder has, before the Record Date, made a valid election in accordance with the requirements of the Target Share Registry to receive dividend payments from Target by electronic funds transfer to a bank nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election; or

- (ii) otherwise, whether or not the Scheme Shareholder has made an election referred to in clause 4.4(b)(i), dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (as at the Record Date), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 4.5).
- (c) To the extent that there is a surplus in the amount held by Target as trustee for the Scheme Shareholders in the Trust Account, that surplus may be paid by Target to Bidder.

4.5 Joint holders

In the case of Scheme Shares held in joint names:

- (a) any cheque required to be paid to Scheme Shareholders will be payable to the joint holders; and
- (b) any other document required to be sent under this Scheme will be issued in the names of the joint holders,

and will be forwarded to the holder whose name appears first in the Target Share Register as at the Record Date.

4.6 Unclaimed monies

- (a) Target may cancel a cheque issued under this clause 4 if the cheque:
 - (i) is returned to Target; or
 - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Target (or the Target Share Registry) (which request may not be made until that date which is 10 Business Days after the Implementation Date), Target must reissue a cheque that was previously cancelled under this clause 4.6.
- (c) The Unclaimed Money Act 1990 (WA) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 3 of that Act).

4.7 Orders of a court or Regulatory Authority

If written notice is given to Target (or the Target Share Registry) of an order or direction made by a court of competent jurisdiction or by another Regulatory Authority that:

- (a) requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which sum would otherwise be payable to that Scheme Shareholder by Target in accordance with this clause 4, then Target will be entitled to make that payment (or procure that it is made) in accordance with that order or direction; or
- (b) prevents Target from making a payment to a particular Scheme Shareholder in accordance with clause 4.4(b), or such payment is otherwise prohibited by applicable law, Target will be entitled to retain an amount, in Australian dollars, equal to the amount of the relevant payment until such time as payment in

accordance with this clause 4 is permitted by that order or direction or otherwise by law.

4.8 Fractional entitlements and share splitting or division

- (a) If the number of Scheme Shares held by a Scheme Shareholder at the Record Date is such that the aggregate entitlement of the Scheme Shareholder to Scheme Consideration results in a fractional entitlement to a cent, then the entitlement of that Scheme Shareholder must be rounded up or down to the nearest cent (with any such fractional entitlement of less than 0.5 being rounded down to the nearest whole cent and any such fractional entitlement of 0.5 or more being rounded up to the nearest whole cent).
- (b) If Bidder is of the opinion (acting reasonably) that two or more Scheme Shareholders (each of whom holds a number of Scheme Shares which results in rounding in accordance with clause 4.8(a)) have, before the Record Date, been party to shareholding splitting or division in an attempt to obtain unfair advantage by reference to such rounding, Bidder may give notice to those Scheme Shareholders:
 - (i) setting out their names and registered addresses as shown in the Target Share Register;
 - (ii) stating that opinion; and
 - (iii) attributing to one of them specifically identified in the notice the Scheme Shares held by all of them,

and, after such notice has been given, the Scheme Shareholder specifically identified in the notice as the deemed holder of all the specified Scheme Shares will, for the purposes of the other provisions of the Scheme, be taken to hold all of those Scheme Shares and each of the other Scheme Shareholders whose names and registered addresses are set out in the notice will, for the purposes of the other provisions of the Scheme, be taken to hold no Scheme Shares. Bidder in complying with the other provisions of the Scheme relating to it in respect of the Scheme Shareholder specifically identified in the notice as the deemed holder of all the specified Scheme Shares, will be taken to have satisfied and discharged its obligations to the other Scheme Shareholders named in the notice under the terms of the Scheme.

5. Dealings in Target Shares

5.1 Dealings in Target Shares by Scheme Shareholders

For the purposes of establishing the identity of Scheme Shareholders, dealings in Target Shares or other alterations to the Share Register will only be recognised by Target provided that:

- (a) in the case of dealings of the type to be effected on CHESS, the transferee is registered in the Target Share Register as the holder of the relevant Target Shares by the Record Date; and
- (b) in all other cases, registrable transfers or transmission applications in respect of those dealings are received at or before the Record Date at the place where the Target Share Register is kept,

and Target will not accept for registration, or recognise for any purpose (except a transfer to Bidder pursuant to this Scheme and any subsequent transfer by Bidder or its successors in title), any transmission application or transfer in respect of Target Shares received on or after the Record Date, or received prior to the Record Date but not in registrable or actionable form.

5.2 Target Share Register

Target will, until the Scheme Consideration has been paid and Bidder has been entered in the Target Share Register as the holder of all of the Scheme Shares, maintain the Target Share Register in accordance with the provisions of this clause 5 and the Target Share Register in this form and the terms of this Scheme will solely determine entitlements to the Scheme Consideration.

5.3 Information to be made available to Bidder

Target must procure that as soon as practicable following the Record Date, details of the names, registered addresses and holdings of Target Shares of every Scheme Shareholder shown in the Target Share Register at the Record Date are made available to Bidder in such form as Bidder may reasonably require.

5.4 Effect of share certificates and holding statements

As from the Record Date (and other than for Bidder following the Implementation Date), all share certificates and holding statements for the Scheme Shares will cease to have effect as documents of title, and each entry on the Target Share Register at that date will cease to have any effect other than as evidence of entitlement to the Scheme Consideration.

5.5 No disposals after Record Date

If the Scheme becomes Effective, a Scheme Shareholder, and any person claiming through that Scheme Shareholder, must not dispose of or purport or agree to dispose of any Scheme Shares or any interest in them after the Record Date.

6. Suspension and termination of quotation

- (a) Target must apply to ASX for suspension of trading of the Target Shares on ASX with effect from the close of trading on the Effective Date.
- (b) Target must apply to ASX for:
 - (i) termination of official quotation of the Target Shares on ASX; and
 - (ii) the removal of Target from the official list of ASX,
 with effect from the Business Day immediately following the Implementation Date.

7. General Scheme provisions**7.1 Appointment of agent and attorney**

Each Scheme Shareholder, without the need for any further act, irrevocably appoints Target as its agent and attorney for the purpose of:

- (a) executing any document or form or doing any other act necessary to give effect to the terms of the Scheme including, without limitation, the execution of the Scheme Transfer to be delivered under clause 4.2 and the giving of the Scheme Shareholders' consent under clause 7.3; and
- (b) enforcing the Deed Poll against Bidder,

and Target accepts such appointment. Target, as agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 7.1 to all or any of its directors and officers (jointly, severally, or jointly and severally).

7.2 Enforcement of Deed Poll

Target undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against Bidder (as applicable on behalf of and as agent and attorney for the Scheme Shareholders).

7.3 Scheme Shareholders' consent

Each Scheme Shareholder irrevocably:

- (a) consents to Target and Bidder doing all things and executing all deeds, instruments, transfers or other documents as may be necessary, incidental or expedient to the implementation and performance of the Scheme; and
- (b) acknowledges that the Scheme binds Target and all of the Scheme Shareholders (including those who do not attend the Scheme Meeting, do not vote at that meeting or vote against the Scheme).

7.4 Scheme Shareholder's agreements and warranties

- (a) Each Scheme Shareholder:
 - (i) agrees to the transfer of their Scheme Shares together with all rights and entitlements attaching to those Scheme Shares in accordance with this Scheme;
 - (ii) agrees to the variation, cancellation or modification of the rights attached to their Scheme Shares constituted by or resulting from this Scheme;
 - (iii) agrees to, on the direction of Bidder, destroy any holding statements or share certificates relating to their Scheme Shares; and
 - (iv) is deemed to have warranted to Bidder and, to the extent enforceable, appointed and authorised Target as its agent to warrant to Bidder that all its Scheme Shares (including any rights and entitlements attaching to those Scheme Shares) will, at the date of the transfer of them to Bidder, be fully paid and free from all security interests (including mortgages, charges, liens, encumbrances, pledges, Security Interests and interests of third parties of any kind, whether legal or otherwise, and from any restrictions on transfer of any kind, and that it has full power and capacity to sell and to transfer those Scheme Shares together with any rights and entitlements attaching to such shares to Bidder under the Scheme.

7.5 Title to Scheme Shares and transfer free from encumbrance

- (a) Bidder will be beneficially entitled to the Scheme Shares transferred to it under this Scheme pending registration by Target of Bidder in the Target Share Register as the holder of the Scheme Shares.
- (b) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under the Scheme to Bidder, will, at the time of transfer to Bidder, vest in Bidder free from all security interests (including mortgages, charges, liens, encumbrances, pledges, Security Interests and interests of third parties of any kind, whether legal or otherwise, and from any restrictions on transfer of any kind).

7.6 Appointment of Bidder as sole proxy

Subject to the provision of the Scheme Consideration for the Scheme Shares as contemplated by clause 4.4 of this Scheme, on and from the Implementation Date until Target registers

Bidder as the holder of all of the Scheme Shares in the Target Share Register, each Scheme Shareholder:

- (a) irrevocably appoints Target as attorney and agent (and directs Target in such capacity) to appoint Bidder and each of its directors from time to time (jointly and each of them individually) as its sole proxy, and where applicable corporate representative, to attend shareholders' meetings, exercise the votes attaching to Scheme Shares registered in its name and sign any shareholders resolution, and no Scheme Shareholder may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 7.6(a)); and
- (b) must take all other actions in the capacity of the registered holder of Scheme Shares as Bidder reasonably directs.

Target undertakes in favour of each Scheme Shareholder that it will appoint Bidder and each of its directors from time to time (jointly and each of them individually) as that Scheme Shareholder's proxy or, where applicable, corporate representative in accordance with clause 7.6 of this Scheme.

7.7 Consent to alterations

If the Court proposes to approve this Scheme subject to any alterations or conditions, Target may, by its counsel or solicitors, and with the consent of Bidder, consent on behalf of all persons concerned, including a Scheme Shareholder, to any modification of or amendment to the Scheme which the Court thinks fit to impose.

7.8 Notices

- (a) Where a notice, transfer, transmission application, direction or other communication referred to in the Scheme is sent by post to Target, it will not be deemed to be received in the ordinary course of post or on a date other than the date (if any) on which it is actually received at Target's registered office or at the Target Share Registry as the case may be.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a Target Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

7.9 Inconsistencies

This Scheme binds Target and all Target Shareholders, and to the extent of any inconsistency, overrides the Target constitution.

7.10 Further assurance

Target will execute all documents and do all acts and things as may be necessary or expedient for the implementation of, and performance of its obligations under, the Scheme.

7.11 No liability when acting in good faith

Neither Target nor Bidder, nor any of their respective officers or employees, will be liable for anything done or omitted to be done in the performance of this Scheme in good faith.

7.12 Stamp Duty

Bidder:

- (a) will pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Scheme and the Deed Poll; and
- (b) indemnifies each Scheme Shareholder against any liability arising from failure to comply with clause 7.12(a).

7.13 Governing Law

- (a) This Scheme is governed by the law applying in Western Australia.
- (b) Each party irrevocably:
 - (i) submits to the non-exclusive jurisdiction of the courts of Western Australia, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Scheme; and
 - (ii) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 7.13(b)(i).

Annexure D Deed Poll

CLAYTON UTZ

Deed Poll (in respect of the Scheme)

Eagle View Technologies, Inc.
Bidder

In favour of each registered holder of fully paid ordinary shares in the capital of Target as at the Record Date (other than Bidder)

Clayton Utz
Level 27 QV.1
250 St Georges Terrace
Perth WA 6000
GPO Box 9806
Perth WA 6848
Tel +61 8 9426 8000
Fax +61 8 9481 3095
www.claytonutz.com

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CLAYTON UTZ

Deed poll made on **9 October 2018**

Parties **Eagle View Technologies, Inc.** of 3700 Monte Villa Parkway, Suite 200, Bothell, WA 98201, United States of America (**Bidder**)

In favour of Each registered holder of fully paid ordinary shares in the capital of Spookfish Limited ACN 123 511 017 (**Target**) on issue as at the Record Date (other than Bidder) (**Scheme Shareholders**)

Background

- A. Target and Bidder have entered into the Implementation Agreement.
- B. Target has agreed in the Implementation Agreement to propose a scheme of arrangement between Target and the Scheme Shareholders, the effect of which will be that Bidder acquires all of the Scheme Shares from Scheme Shareholders for the Scheme Consideration, subject to the satisfaction of certain conditions.
- C. In accordance with clause 4.3(h) of the Implementation Agreement, Bidder is entering into this deed poll to covenant in favour of the Scheme Shareholders that it will observe and perform its obligations under the Scheme.

1. Definitions and interpretations

1.1 Definitions

In this deed poll:

First Court Date means the first day of the hearing of an application made to the Court for an order pursuant to section 411(1) of the Corporations Act convening the Scheme Meeting or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Implementation Agreement means the scheme implementation agreement dated 26 July 2018 between Target and Bidder under which, amongst other things, Target has agreed to propose the Scheme to Scheme Shareholders, and each of Bidder and Target has agreed to take certain steps to give effect to the Scheme.

Scheme means the proposed scheme of arrangement under Part 5.1 of the Corporations Act between Target and the Scheme Shareholders, a copy of which is annexed to this deed poll, subject to any alterations or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act and agreed to by Bidder and Target.

Capitalised terms have the meaning given to them in the Scheme, unless the context requires otherwise.

1.2 Interpretation

In this deed poll headings and labels used for definitions are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) the word **including** or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

- (d) a reference to a **person** includes an individual, the estate of an individual, a corporation, an authority, an association or parties in a joint venture, a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (a) references to paragraphs or clauses are to a paragraph or clause of this document;
- (f) a reference to a document (including this deed poll) is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to an agency or body if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (**obsolete body**), means the agency or body which performs most closely the functions of the obsolete body;
- (h) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (i) if a word or phrase is not given a defined meaning in clause 1.1 but is defined in or for the purposes of the Corporations Act, it has the same meaning when used in this deed poll;
- (j) a reference to a date or time is to that date or time in Perth, Australia; and
- (k) this deed poll or any clause in this deed poll must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

1.3 Nature of deed poll

Bidder acknowledges that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and
- (b) under the Scheme, each Scheme Shareholder appoints Target as its agent and attorney to enforce this deed poll against Bidder.

2. Conditions

2.1 Conditions Precedent

Bidder's obligations under this deed poll are subject to the Scheme becoming Effective.

2.2 Termination

Bidder's obligations under this deed poll will automatically terminate and the terms of this deed poll will be of no further force or effect if:

- (a) the Implementation Agreement is terminated in accordance with its terms; or
- (b) the Scheme does not become Effective by the End Date,

unless Target and Bidder otherwise agree in accordance with the Implementation Agreement.

2.3 Consequences of termination

If this deed poll is terminated under clause 2.2, then in addition and without prejudice to any other rights, powers or remedies available to it:

- (a) Bidder is released from its obligations to further perform this deed poll except those obligations under clause 6.1 and any other obligations which by their nature survive termination; and
- (b) each Scheme Shareholder retains the rights they have against Bidder in respect of any breach of this deed poll which occurs before it was terminated.

3. Scheme obligations

Subject to clause 2, Bidder undertakes in favour of each Scheme Shareholder to:

- (a) deposit (or procure the deposit of) an amount equal to the total Scheme Consideration in cleared funds into the Trust Account by no later than the Business Day before the Implementation Date; and
- (b) undertake all other actions attributed to it under, and otherwise comply with, the Scheme, as if named as a party to the Scheme,

in each case subject to and in accordance with the terms of the Scheme.

4. Warranties

Bidder represents and warrants that:

- (a) it is a validly existing corporation registered under the laws of its place of incorporation;
- (b) the execution and delivery by it of this deed poll has been properly authorised by all necessary corporate action and it has full corporate power and lawful authority to perform or cause to be performed its obligations under this deed poll and to carry out or cause to be carried out the transactions contemplated by this deed poll;
- (c) this deed poll constitutes legally, valid and binding obligations on it enforceable in accordance with its terms (subject to any necessary stamping) and does not conflict with or result in a breach of or default under:
 - (i) the constitution or equivalent constituent documents of it or any of its Related Bodies Corporate (as defined in the Implementation Agreement); or
 - (ii) any writ, order or injunction, judgment, law, rule or regulation to which it is party, or by which it is bound; and
- (d) it is solvent and no resolutions have been passed nor has any other step been taken or legal action or proceedings commenced or threatened against it for its winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its assets.

5. Continuing obligations

This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) Bidder has fully performed its obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 2.2.

6. General

6.1 Stamp duty

Bidder:

- (a) will pay or procure the payment of all stamp duties and any related fines and penalties in respect of this deed poll, the performance of this deed poll and each transaction effected by or made under this deed poll; and
- (b) indemnifies each Scheme Shareholder against any liability arising from failure to comply with clause 6.1(a).

6.2 Notices

Any notice or other communication to Bidder in connection with this deed poll:

- (a) may be given by personal service, post or email;
- (b) must be in writing;
- (c) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Address: 3700 Monte Villa Parkway
Bothell WA 98021
UNITED STATES OF AMERICA

Email: jhickey@vistaequitypartners.com

Attention: Chief Executive Officer

with a copy (for information purposes only) in each case to:

Name: Phoenix Holdco LLC

Address: c/o Vista Equity Partners III, LLC
Four Embarcadero Center, 20th Floor
San Francisco CA 94111
UNITED STATES OF AMERICA

Email: dbreach@vistaequitypartners.com
jhickey@vistaequitypartners.com

Attention: David A. Breach and James P. Hickey

Name: King & Wood Mallesons

Address: Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
AUSTRALIA

Email: meredith.paynter@au.kwm.com
mark.vanderneut@au.kwm.com

Attention: Meredith Paynter and Mark Vanderneut

Name: Kirkland & Ellis LLP

CLAYTON UTZ

Address: 555 California Street, Suite 2700
San Francisco CA 94104
UNITED STATES OF AMERICA

Email: casillas@kirkland.com
joshua.zachariah@kirkland.com
abtin.jalali@kirkland.com

Attention: Stuart Casillas, Joshua Zachariah and Abtin Jalali

- (d) (in the case of personal service or post) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (e) (in the case of email) must state that the email is a communication under this deed; and
- (f) must be delivered by hand or posted by prepaid post to the address or sent by email to the email address of the addressee in accordance with this clause 6.2.

6.3 When notice taken to be received

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed is taken to be received by the addressee:

- (a) (in the case of prepaid post sent to an address in the same country) on the sixth day after the date of posting;
- (b) (in the case of prepaid post sent to an address in another country) on the tenth day after the date of posting by airmail;
- (c) (in the case of delivery by hand) on delivery; and
- (d) (in the case of email) unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of clause 6.2, 24 hours after the email was sent,

but if the communication would otherwise be taken to be received on a day that is not a Business Day or after 5:00 pm, it is taken to be received at 9:00 am on the next Business Day.

6.4 Waiver

- (a) Waiver of any right arising from a breach of this deed poll or of any right, power, authority, discretion or remedy arising upon default under this deed poll must be in writing and signed by the party granting the waiver. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.
- (b) A failure or delay in exercise, partial exercise, or enforcement of:
 - (i) any right, power or remedy provided by law or under this deed poll; or
 - (ii) any right, power, authority, discretion or remedy created or arising upon default under this deed poll,

by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed poll.

- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this deed poll or on a

default under this deed poll as constituting a waiver of that right, power, authority, discretion or remedy.

- (d) A party may not rely on any conduct of another party as a defence to the exercise of a right, power, authority, discretion or remedy by that other party.
- (e) This clause 6.4 may not itself be waived except in writing.

6.5 Variation

A provision of this deed poll may not be varied unless:

- (a) before the First Court Date, the variation is agreed to in writing by Target and Bidder; or
- (b) on or after the First Court Date, the variation is agreed to in writing by Target and Bidder and the Court indicates that the variation would not preclude approval of the Scheme,

in which event Bidder will enter into a further deed poll in favour of the Scheme Shareholders giving effect to such variation.

6.6 Cumulative rights

The rights, powers and remedies of Bidder and each Scheme Shareholder under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by the law independently of this deed poll.

6.7 Assignment

The rights and obligations of Bidder and the rights of each Scheme Shareholder under this deed poll are personal and must not be assigned, charged or otherwise dealt with at law or in equity.

6.8 Further action

Bidder will, at its own expense, promptly do all things and execute and deliver all further documents required by law to give effect to this deed poll and the transactions contemplated by it.

6.9 Appointment of process agent

Without preventing any method of service allowed under any relevant law, Bidder:

- (a) irrevocably appoints Dabserv Corporate Services Pty Ltd (ACN 001 824 111) (**Initial Process Agent**) as its process agent to receive any document in an action in connection with this deed poll; and
- (b) agrees that failure by a process agent to notify Bidder of any document in an action in connection with this deed poll does not invalidate the action concerned.

If for any reason the Initial Process Agent ceases to be able to act as process agent, Bidder agrees to appoint another person as its process agent in Sydney, New South Wales, Australia and ensure that the replacement process agent accepts its appointment and confirms its appointment to Bidder.

The Initial Process Agent has accepted its appointment as the process agent.

Bidder agrees that service of documents on its process agent at the following address is sufficient service on it:

CLAYTON UTZ

Dabserv Corporate Services Pty Ltd
Attention: Meredith Paynter
Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
AUSTRALIA

7. Governing law and jurisdiction

- (a) This deed poll is governed by the law applying in Western Australia.
- (b) Bidder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to for any proceedings in connection with this deed poll.
- (c) Bidder waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 7(b).

Executed as a deed poll.

Anna Wahlman
Signature of witness

Anna Wahlman
Full name of witness


Signature of authorised signatory


Full name of authorised signatory

Annexure E Notice of Scheme Meeting

SPOOKFISH LIMITED

ACN 123 511 017

NOTICE OF SCHEME MEETING

NOTICE OF COURT ORDERED SCHEME MEETING OF SPOOKFISH SHAREHOLDERS

Notice is hereby given, by an order of the Federal Court of Australia made on 12 October 2018 pursuant to section 411(1) of the Corporations Act, that a meeting of holders of ordinary shares in Spookfish Limited (**Spookfish**) (**Spookfish Shareholders**) will be held at 10.00 am (Perth time) on 16 November 2018 at the Technology Park Function Centre, 2 Brodie Hall Drive, Technology Park, Bentley WA.

The Court has also directed that Mr Jason Marinko, or, failing him, Ms Shannon Robinson, act as the chairperson of the Scheme Meeting.

The purpose of the Scheme Meeting is to consider and, if thought fit, to approve a scheme of arrangement (with or without any modifications or conditions approved by the Court which are acceptable to Spookfish and EagleView) proposed to be made between Spookfish and Spookfish Shareholders (other than EagleView) (**Scheme**).

To enable you to make an informed voting decision, further information on the Scheme is set out in the Scheme Booklet which this notice forms part of. Unless otherwise defined, capitalised terms used in this notice have the same meaning as set out in the defined terms in Section 10 of the Scheme Booklet.

BUSINESS OF THE MEETING

RESOLUTION – APPROVAL OF THE SCHEME

To consider and, if thought fit, to pass the following resolution (**Scheme Resolution**):

“That, pursuant to and in accordance with the provisions of section 411 of the Corporations Act, the members approve the arrangement between Spookfish Limited and the holders of its fully paid ordinary shares (other than Eagle View Technologies, Inc.), designated the “Scheme”, as contained in and more particularly described in the Scheme Booklet accompanying the Notice of Scheme Meeting (with or without any modifications or conditions approved at this meeting or approved by the Federal Court of Australia after this meeting, and which are acceptable to Spookfish and Eagle View Technologies, Inc.) is approved and, subject to approval of the Scheme by the Court, the Spookfish Board is authorised to implement the Scheme with any such modifications or conditions.”

BY ORDER OF THE COURT

Shannon Robinson
Company Secretary
Spookfish Limited

Dated 12 October 2018

EXPLANATORY NOTES

GENERAL

The Notice of Scheme Meeting relates to the Scheme and should be read in conjunction with the balance of the Scheme Booklet. The Scheme Booklet contains important information to assist you in determining how to vote on the Scheme Resolution, including the information prescribed by the Corporations Act and the Corporations Regulations.

A copy of the Scheme is set out in Annexure C of the Scheme Booklet.

REQUISITE MAJORITIES

In accordance with section 411(4)(a)(ii) of the Corporations Act, the Scheme Resolution must be approved by:

- a. unless the Court orders otherwise, a majority in number (more than 50%) of Spookfish Shareholders present and voting at the Scheme Meeting (either in person, by proxy or attorney or in the case of corporate Spookfish Shareholders, by a duly appointed corporate representative); and
- b. at least 75% of the total number of votes cast on the Scheme Resolution by Spookfish Shareholders at the Scheme Meeting.

COURT APPROVAL

In accordance with section 411(4)(b) of the Corporations Act, the Scheme (with or without modification) must be approved by an order of the Court. If the resolution put to this meeting is passed by the Requisite Majorities and the other Conditions are satisfied or waived (as applicable), Spookfish intends to apply to the Court for approval of the Scheme.

In order for the Scheme to become Effective, it must be approved by the Court and an office copy of the orders of the Court approving the Scheme must be lodged with ASIC.

VOTING

The Spookfish Directors believe that the Scheme is attractive and in the best interests of Spookfish Shareholders and recommend that Spookfish Shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Spookfish Shareholders.

Each Spookfish Director intends to cause any Spookfish shares in which he or she has a Relevant Interest to be voted in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude the Scheme is in the best interests of Spookfish Shareholders.

VOTING ENTITLEMENT

The Spookfish Directors have determined pursuant to regulation 7.11.37 of the Corporations Regulations that Spookfish Shareholders who are registered on the Spookfish Share Register as at 4.00 pm (Perth time) on 14 November 2018 may vote at the Scheme Meeting in person, by attorney, by proxy or, in the case of a body corporate, by corporate representative.

JOINT HOLDERS

In the case of Spookfish Shares held by joint holders, only one of the joint holders is entitled to vote. If more than one Spookfish Shareholder votes in respect of jointly held Spookfish Shares, the vote of the senior who tenders a vote must be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority is determined by the order in which the names stand in the Spookfish Share Register.

HOW TO VOTE

Spookfish Shareholders can vote by either:

- a. attending the meeting and voting in person or by attorney or, in the case of corporate shareholders, by appointing a corporate representative to attend and vote; or
- b. appointing a proxy to attend and vote on their behalf using the Proxy Form accompanying this Notice of Scheme Meeting and by submitting the proxy appointment and voting instructions as set out below.

VOTING IN PERSON (OR BY ATTORNEY)

Spookfish Shareholders, or their attorneys, who plan to attend the Scheme Meeting are asked to arrive at the venue 15 minutes prior to the time designated for the Scheme Meeting, so that their shareholding may be checked against the Spookfish Share Register and attendance recorded.

Spookfish Shareholders wishing to vote by attorney at the Scheme Meeting must, if they have not already presented an appropriate power of attorney to Spookfish, deliver to the Share Registry (at the address or fax number provided below) the original instrument appointing the attorney or a certified copy of it by 10.00 am (Perth time) on 14 November 2018.

VOTING BY A CORPORATION

A Spookfish Shareholder that is a corporation may appoint an individual to act as its representative and vote in person at the meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the meeting the appropriate "Certificate of Appointment of Corporate Representative" (which can be obtained by following the instructions on the Proxy Form).

VOTING BY PROXY

Spookfish Shareholders who wish to appoint a proxy to attend and vote at the Scheme Meeting must complete and return the Proxy Form accompanying this Notice of Scheme Meeting to the Share Registry.

The Proxy Form must be received by the Share Registry (as indicated on the Proxy Form you receive) by no later than 10.00 am (Perth time) on 14 November 2018.

You must return the Proxy Form to the Share Registry by lodging, sending, delivering or faxing it as follows:

Online: <http://www.investorvote.com.au>

Mail to: Computershare Investor Services Pty Limited
GPO Box 242 Melbourne
Victoria 3001 Australia

Fax to: 1800 783 447 (within Australia)
+61 3 9473 2555 (outside Australia)

Custodians: For Intermediary Online subscribers only (custodians) please visit <http://www.intermediaryonline.com> to submit your voting intentions

A Proxy Form must be signed by the Spookfish Shareholder or the Spookfish Shareholder's attorney. Proxies given by corporations must be executed in accordance with the Corporations Act.

A Spookfish Shareholder who wishes to submit a proxy has the right to appoint a proxy (who need not be a Spookfish Shareholder) to represent them at the Scheme Meeting by inserting the name of their chosen proxy in the space provided for that purpose on the Proxy Form.

If:

- a. a Spookfish Shareholder nominates the chairperson of the Scheme Meeting as the Spookfish Shareholder's proxy; or
- b. a proxy appointment is signed by a Spookfish Shareholder but does not name the proxy or proxies in whose favour it is given or otherwise under a default appointment according to the terms of the Proxy Form,

the chairperson of the Scheme Meeting will act as proxy under the appointment.

Proxy appointments in favour of the chairperson of the Scheme Meeting which do not contain a direction will be voted in favour of the Scheme Resolution at the Scheme Meeting.

A Spookfish Shareholder entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half the votes (disregarding fractions). The Spookfish Shares represented by proxy will be voted for or against or withheld from voting in accordance with the instructions of the Spookfish Shareholder on any ballot that may be called for, and if the Spookfish Shareholder specifies a choice with respect to any matter to be acted upon, the Spookfish Shares will be voted accordingly.

A Spookfish Shareholder who has deposited a Proxy Form may revoke it prior to its use, by instrument in writing executed by the Spookfish Shareholder or by their attorney duly authorised in writing or, if the Spookfish Shareholder is a company, executed by a duly authorised officer or attorney in compliance with applicable law and deposited at the Share Registry by 10.00 am (Perth time) on 16 November 2018 or with the chairperson of the Scheme Meeting on the day of, and prior to the start of, the Scheme Meeting. A Spookfish Shareholder may also revoke a proxy in any other manner permitted by law.

FURTHER INFORMATION FOR SPOOKFISH SHAREHOLDERS

If you have any questions please contact the Spookfish Shareholder Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia) between 5.30 am and 2.00 pm (Perth time) on Business Days.

NOTES

Directory

SPOOKFISH LIMITED

10 Brodie-Hall Drive
Bentley WA 6102
AUSTRALIA

JOINT COMPANY SECRETARIES

Shannon Robinson
Ian Magee

LEGAL ADVISER TO SPOOKFISH

Clayton Utz
Level 27 QV.1 Building
250 St Georges Terrace
Perth WA 6000
AUSTRALIA

SHARE REGISTRY

Computershare Investor Services
Pty Limited
Level 11
172 St Georges Terrace
Perth WA 6000
AUSTRALIA

WEBSITE

<http://www.spookfish.com>

DIRECTORS

Jason Marinko
Simon Cope
Shannon Robinson
Martin Ripple

FINANCIAL ADVISER TO SPOOKFISH

Euroz Securities Limited
Level 18 Alluvion
58 Mounts Bay Road
Perth WA 6000
AUSTRALIA

AUDITOR

RSM Australia Partners
Level 32 Exchange Tower
2 The Esplanade
Perth WA 6000
AUSTRALIA

INDEPENDENT EXPERT

KPMG Financial Advisory Services
(Australia) Pty Ltd
235 St George's Terrace
Perth WA 6000
AUSTRALIA

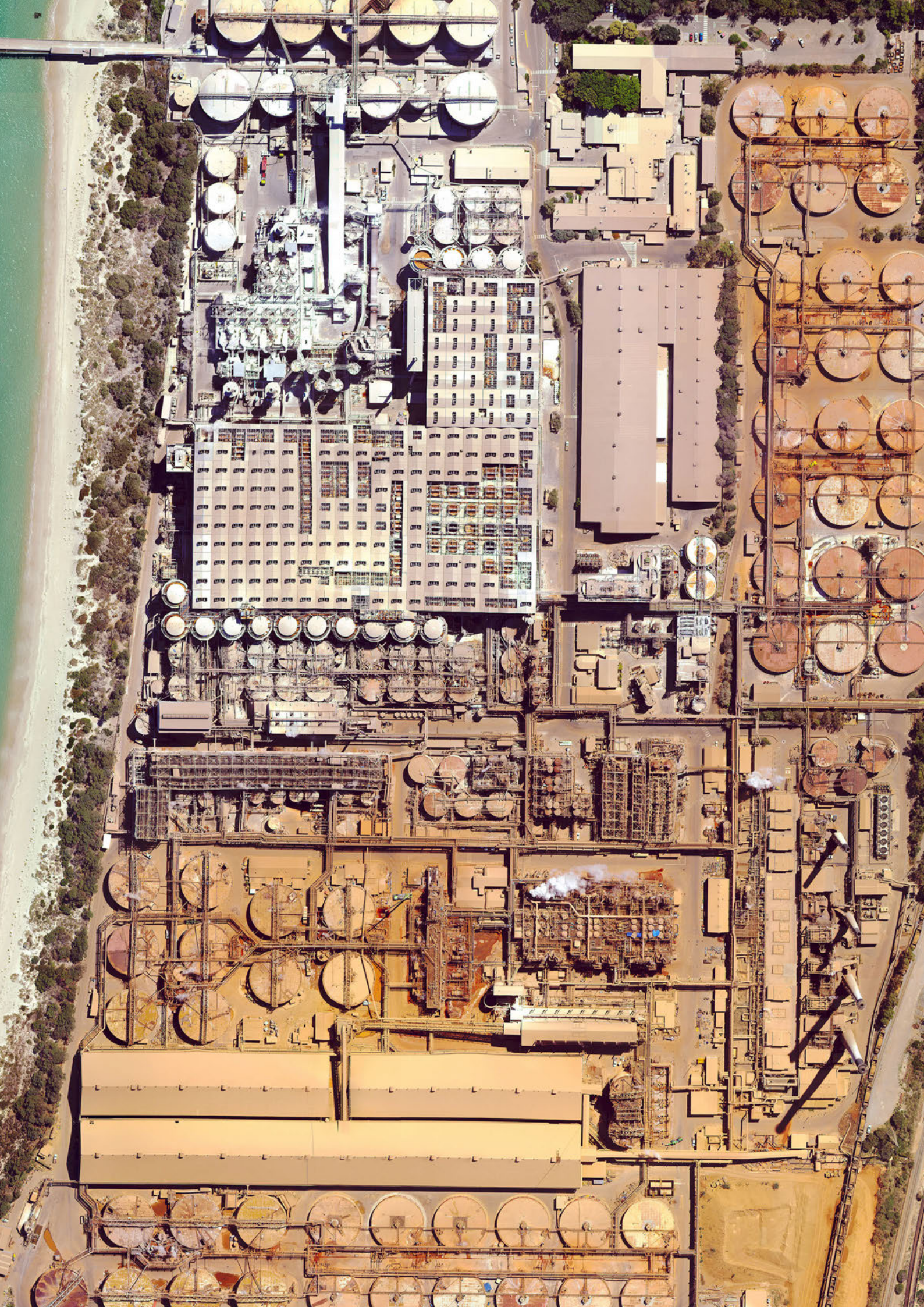
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SFI

SPOOKFISH SHAREHOLDER INFORMATION LINE

1300 850 505 (within Australia)
+61 3 9415 4000 (outside of Australia)

The Spookfish Shareholder Information Line is open between
5.30 am and 2.00 pm (Perth time) on Business Days.





Lodge your Proxy Form:



Online:
www.investorvote.com.au



By Mail:
Computershare Investor Services Pty Limited
GPO Box 242 Melbourne
Victoria 3001 Australia

Alternatively you can fax your form to
(within Australia) 1800 783 447
(outside Australia) +61 3 9473 2555

For Intermediary Online subscribers only
(custodians) www.intermediaryonline.com

For all enquiries call:
(within Australia) 1300 850 505
(outside Australia) +61 3 9415 4000

SFI

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

Proxy Form

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View the Scheme Booklet and Lodge your Proxy Form Online

- Go to www.investorvote.com.au or scan the QR Code with your mobile device.
- Follow the instructions on the secure website to lodge your Proxy Form.

Your access information that you will need:

Control Number: 9999999

SRN/HIN: I9999999999 PIN: 99999

PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.



**For your Proxy to be effective your proxy form must be received by 10:00am (Perth time)
Wednesday, 14 November 2018**

How to Vote on the Item of Business

All your securities will be voted in accordance with your directions.

Appointment of Proxy

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite the item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on the item your vote will be invalid.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

Signing Instructions for Postal Forms

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

Attending the Meeting

Bring this form to assist registration. If a representative of a corporate securityholder or proxy is to attend the meeting you will need to provide the appropriate "Certificate of Appointment of Corporate Representative" prior to admission. A form of the certificate may be obtained from Computershare or online at www.investorcentre.com under the help tab, "Printable Forms".

**GO ONLINE TO LODGE YOUR PROXY FORM,
or turn over to complete the form →**

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

☐

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.



I 9999999999

I ND

Proxy Form

Please mark ☒ to indicate your directions

STEP 1 Appoint a Proxy to Vote on Your Behalf

XX

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

☐

the Chairperson
of the Meeting OR



PLEASE NOTE: Leave this box blank if you have selected the Chairperson of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairperson 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 (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Scheme Meeting of Spookfish Limited to be held at the Technology Park Function Centre, 2 Brodie Hall Drive, Technology Park, Bentley, Western Australia on Friday, 16 November 2018 at 10:00am (Perth time) and at any adjournment or postponement of that meeting.

STEP 2 Item of Business



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

Resolution Approval of the Scheme

For

Against

Abstain

☐☐☐

The Chairperson of the Meeting intends to vote undirected proxies in favour of the item of business. In exceptional circumstances, the Chairperson of the Meeting may change his/her voting intention on the resolution, in which case an ASX announcement will be made.

SIGN Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

Contact
Name

Contact
Daytime
Telephone

Date / /

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Computershare +