

Homestay Care Limited
ACN 111 823 762

Notice of General Meeting

Notice is given that the Meeting will be held at:

Time: 11.00am WST
Date: Tuesday 14 January 2020
Place: Consilium Corporate
Level 2, 22 Mount Street
PERTH WA 6000

Important

The business of the Meeting affects your shareholding and your vote is important.

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 4.00pm (WST) on 12 January 2020.

Business of the Meeting

Agenda

Capital Raising Resolutions

1. Resolution 1 – Ratification of prior issue of Placement Shares

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 104,249,894 Shares under ASX Listing Rule 7.1 on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who participated in the issue, or any associates of those persons.

2. Resolution 2 – Approval to issue Shares under converting loan facility

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 100,000,000 Shares at an issue price of \$0.005 per Share, on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity), or any associates of those persons.

3. Resolution 3 – Approval to issue Shares to Broker in lieu of fees

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 12,000,000 Shares to Taylor Collison at a deemed issue price of \$0.005 per Share, on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of Taylor Collison, or a person who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity), or any associates of those persons.

4. Resolution 4 – Approval to issue Options to Broker

To consider and, if thought fit, to pass, with or without amendment, the following resolution, as an **ordinary resolution**:

“That, for the purposes of ASX Listing Rule 7.1, and for all other purposes, approval is given for the Company to issue 10,000,000 Broker Options to Taylor Collison (or its nominee) on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of Taylor Collison (or its nominee) or a person who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of Shares), or any associates of those persons.

Issues to Mr Graham Russell and Associates Resolutions

5. Resolution 5 – Ratification of prior issue of Shares to Graham Russell’s nominee

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 30,000,000 Shares to Graham Russell’s nominee (Russell Acquisitions Pty Ltd <Campbell House Trust>) under ASX Listing Rule 7.1 on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of Graham Russell, Russell Acquisitions Pty Ltd <Campbell House Trust> or any of their associates.

Voting Prohibition Statement: A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
 - (b) the appointment does not specify the way the proxy is to vote on this Resolution.
- However, the above prohibition does not apply if:
- (a) the proxy is the Chair; and
 - (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

6. Resolution 6 – Ratification of prior issue of Shares to Essence APAC’s nominee

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 50,000,000 Shares to Essence APAC’s nominee (Russell Acquisitions Pty Ltd <Campbell House Trust>) under ASX Listing Rule 7.1 on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of Essence APAC, Russell Acquisitions Pty Ltd <Campbell House Trust> or any of their associates.

7. Resolution 7 – Approval to issue Performance Rights to Graham Russell

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of ASX Listing Rule 10.14 and for all other purposes, Shareholders approve the issue of 50,000,000 Performance Rights to Graham Russell (or his nominee/s) under the Performance Rights Plan, on the terms and conditions set out in the Explanatory Statement”

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of any of the following persons who are entitled to participate in the Performance Rights Plan, and any of their associates:

- (a) a Director;
- (b) an associate of a Director;
- (c) a person whose relationship with the Company or a person referred to in (a) or (b) above is such that, in ASX’s opinion, an acquisition of securities by them under the Performance Rights Plan would require approval by Shareholders; or
- (d) Mr Graham Russell’s nominee.

Voting Prohibition Statement: A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
 - (b) the appointment does not specify the way the proxy is to vote on this Resolution.
- However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Other Resolutions

8. Resolution 8 – Approval to issue Options to Contractor

To consider and, if thought fit, to pass, with or without amendment, the following resolution, as an **ordinary resolution**:

“That, for the purposes of ASX Listing Rule 7.1, and for all other purposes, approval is given for the Company to issue 2,000,000 Options to Sam Kekovich (or his nominee) on the terms and conditions set out in the Explanatory Statement”.

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Sam Kekovich (or his nominee) or a person who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of Shares), or any associates of those persons.

9. Resolution 9 – Approval to issue Shares in lieu of fees – Sara Kelly

To consider and, if thought fit, to pass, with or without amendment, the following resolution, as an **ordinary resolution**:

“That, for the purposes of ASX Listing Rule 10.11, and for all other purposes, approval is given for the Company to issue up to 12,000,000 Shares to Sara Kelly (or her nominee/s) in lieu of fees owed to Sara Kelly (or her related entities), on the terms and conditions set out in the Explanatory Statement”.

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of Ms Kelly (or her nominee/s), and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of Shares), or any associates of those persons.

Voting Prohibition Statement: A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
- (b) the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

10. Resolution 10 - Amendment to Constitution

To consider and, if thought fit, to pass the following resolution as a **special resolution**:

“That, for the purposes of section 136(2) of the Corporations Act and for all other purposes, approval is given for the Company to amend the Constitution in the matter set out in the accompanying Explanatory Statement and in the form as signed by the chairman of the Meeting for identification purposes, with effect from the close of the Meeting.”

Dated: 12 December 2019

By order of the Board

Melanie Ross

Company Secretary

Voting Exclusion Statements

Each Voting Exclusion Statement that applies to a Resolution as noted in the Agenda, does not apply to a vote cast in favour of that Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the chair to vote on the Resolution as the chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting in person

To vote in person, attend the Meeting at the time, date and place set out above.

Voting by proxy

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, Shareholders are advised that:

- (a) each Shareholder has a right to appoint a proxy;
- (b) the proxy need not be a Shareholder; and
- (c) a Shareholder who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that changes to the Corporations Act made in 2011 mean that:

- (a) if proxy holders vote, they must cast all directed proxies as directed; and
- (b) any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 8 6188 8181.

Explanatory Statement

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions.

1. Resolution 1 – Ratification of prior issue of Placement Shares

1.1 General

As announced by the Company on 9 October 2019, the Company received firm commitments from sophisticated and professional investors to raise \$521,249 by the issue of 104,249,894 Shares (**Placement Shares**) at an issue price of \$0.005 per Share (**Placement**). The Placement Shares were subsequently issued out of the Company's existing placement capacity on 9 October 2019.

The Placement was facilitated by CPS Capital Group Pty Ltd (**CPS Capital**), who were paid a placement fee of 5% of the funds raised under the Placement, being a fee of \$26,062.47.

1.2 Use of Funds

The Company is using funds raised from the Placement for the following purposes:

- (a) expansion of HomeStay Marketplace including investment in existing and new verticals;
- (b) investment in sales and marketing to expand growth pipeline;
- (c) technology and business development; and
- (d) working capital.

1.3 Effect of the Resolution

This Resolution seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the issue of the Placement Shares.

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12-month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period (**Placement Capacity**).

ASX Listing Rule 7.4 sets out an exception to ASX Listing Rule 7.1. It provides that where a company in general meeting ratifies the previous issue of securities made pursuant to ASX Listing Rule 7.1 (and provided that the previous issue did not breach ASX Listing Rule 7.1) those securities will be deemed to have been made with shareholder approval for the purpose of ASX Listing Rule 7.1.

If Shareholders approve this Resolution, they will have ratified the issue of the Placement Shares, and the issue of the Placement Shares will no longer use up a portion of the Company's Placement Capacity, meaning the Company will have an increased ability to issue equity securities without seeking Shareholder approval. If Shareholders do not approve this Resolution, the issue of the Placement Shares will continue to use up a portion of the Company's current Placement Capacity until that date that is 12 months from their date of issue, and the Company will therefore have a reduced ability to issue equity securities without seeking Shareholder approval until that time.

1.4 Technical information required by ASX Listing Rule 7.4

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to this Resolution:

- (a) the Shares were issued to sophisticated and professional investors, none of whom were related parties of the Company;

- (b) 104,249,894 Shares were issued;
- (c) the Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) the Shares were issued on 9 October 2019;
- (e) the Shares were issued at an issue price of \$0.005 per Share;
- (f) the purpose of the issue of the Placement Shares was to raise capital for the Company for the purposes set out in Section 1.2 above, and the Company is using / has used funds raised from the issue of the Placement Shares for the purposes set out in Section 1.2 above; and
- (g) the Company engaged CPS Capital to facilitate the Placement, and the Placement Shares were issued to investors introduced by CPS under that informal arrangement, the material terms of which are set out in Section 1.1 above.

2. Resolution 2 – Approval to issue Shares under converting loan facility

2.1 General

As announced by the Company on 9 October 2019, the Company entered into an unsecured converting loan facility agreement (**Facility Agreement**) with various sophisticated and professional investors to raise \$500,000 (**Facility**).

The material terms of the Facility Agreement are as follows:

- (a) upon the Company obtaining Shareholder approval, the amounts owing under the Facility automatically convert into Shares at an issue price of \$0.005 per Share (**Conversion Shares**);
- (b) if Shareholder approval is not obtained for the issue of the Conversion Shares, the amounts owing under the Facility Agreement will be repayable on 31 March 2020 (**Maturity Date**); and
- (c) interest accrues on the amount outstanding under the Facility at a rate of 1% per month, payable in cash at the time of conversion or repayment. The total interest payable under the Facility (assuming payment or conversion on the Maturity Date) is approximately \$30,000.

2.2 Use of Funds

The Company is using funds received under the Facility for the following purposes:

- (a) expansion of HomeStay Marketplace including investment in existing and new verticals;
- (b) investment in sales and marketing to expand growth pipeline;
- (c) technology and business development; and
- (d) working capital.

2.3 Effect of this Resolution

This Resolution seeks Shareholder approval pursuant to ASX Listing Rule 7.1 for the issue of the Conversion Shares.

A summary of ASX Listing Rule 7.1 is set out in Section 1.3 above.

The effect of this Resolution will be to allow the Company to issue the Conversion Shares during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

If this Resolution is not passed, the Company will be required to repay these funds by the Maturity Date unless otherwise agreed with the investors.

2.4 Technical information required by ASX Listing Rule 7.1

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to this Resolution:

- (a) the Shares are proposed to be issued to sophisticated and professional investors who are party to the Facility Agreement, none of whom are related parties of the Company;
- (b) the maximum number of Shares to be issued is 100,000,000;
- (c) the Shares proposed to be issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) the Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of all the Conversion Shares will occur on the same date;
- (e) the issue price of the Conversion Shares will be \$0.005 per Share;
- (f) the purpose of the issue is to convert the funds owing under the Facility Agreement into Shares. The Company is using / has used the funds raised from entry into the Facility Agreement (which are retained by the issue of the Conversion Shares) for the purposes set out in Section 2.2 above; and
- (g) the Shares are being issued under the Facility Agreement, the material terms of which are set out at Section 2.1 above.

3. Resolution 3 – Approval to issue Shares to Broker in lieu of fees

3.1 General

On 20 June 2019, the Company entered into a corporate and financial services mandate with Taylor Collison (**Mandate**), on the following material terms:

- (a) the Company agreed to pay Taylor Collison a monthly retainer of A\$10,000 (excluding GST) per month (**Retainer**) until termination of the Mandate;
- (b) the Retainer is payable in cash or Shares at the Company's election (where the Share price would be equal to that of the next capital raising Share price);
- (c) the Retainer accrues until completion of a capital raising, and becomes payable within 5 days of completion of the same;
- (d) all disbursements and out of pocket expenses incurred by Taylor Collison in connection with the engagement are for the Company's account, and will be billed monthly and payable 30 days after receipt of an invoice;
- (e) the Mandate has a minimum term of 6 months, and is automatically extended for an additional 6 months, commencing immediately following expiry of the initial term, subject to earlier termination by either party; and
- (f) the Mandate may be terminated by either the Company or Taylor Collison at any time after

expiry of the initial term.

The Company is proposing to elect to pay the accrued Retainer (which is equal to \$60,000) by way of the issue of 12,000,000 Shares at a deemed issue price of \$0.005 per Share (**Broker Shares**). Taylor Collison has agreed to delay the date for payment of the Retainer until after the Meeting to allow the Company to seek Shareholder approval for the Retainer to be paid by the issue of the Broker Shares.

3.2 Effect of the Resolution

This Resolution seeks Shareholder approval pursuant to ASX Listing Rule 7.1 for the issue of the Broker Shares.

A summary of ASX Listing Rule 7.1 is set out in Section 1.3 above.

The effect of this Resolution will be to allow the Company to issue the Broker Shares during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity. If this Resolution is not approved, the Company will be required to pay the Retainer in cash.

3.3 Technical information required by ASX Listing Rule 7.1

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to this Resolution:

- (a) the Broker Shares are proposed to be issued to Taylor Collison, who is not a related party of the Company;
- (b) the maximum number of Shares to be issued is 12,000,000;
- (c) the Shares issued will be fully paid ordinary shares in the capital of the Company on the same terms and conditions as the Company's existing Shares;
- (d) the Broker Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of all of the Broker Shares will occur on the same date;
- (e) the Broker Shares are being issued for nil cash consideration, in lieu of payment of Retainer fees owing to Taylor Collison under the Mandate, at a deemed issue price of \$0.005 per Share;
- (f) the Broker Shares are being issued for the purpose of satisfying the Company's obligations to pay the Retainer. No funds will be raised from the issue of the Broker Shares, as they are being issued in consideration for services provided to the Company under the Mandate Agreement;
- (g) the Broker Shares are being issued under the Mandate Agreement, the material terms of which are summarised at Section 3.1 above.

4. Resolution 4 – Approval to issue Options to Broker

4.1 General

On 9 October 2019, the Company entered into an underwriting agreement with Taylor Collison (**Underwriting Agreement**), pursuant to which Taylor Collison agreed to underwrite the Entitlement Issue.

The material terms of the Underwriting Agreement are as follows:

- (a) the Company agreed to pay to Taylor Collison an underwriting fee of 4% of the total

amount raised under the Entitlement Issue, and a management fee of 2% of the total amount raised under the Entitlement Issue (totalling approximately \$179,831);

- (b) the Company agreed, subject to Shareholder approval, to issue to Taylor Collison (or its nominee) 10,000,000 Options exercisable at \$0.015 each on or before the date that is three years from the date of issue (**Broker Options**);
- (c) Taylor Collison was responsible for any fees payable to any sub-underwriters or any other brokers involved in the Entitlement Issue that were introduced by Taylor Collison; and
- (d) Taylor Collison was entitled to be reimbursed for reasonable costs and expenses incidental to the Entitlement Issue.

4.2 Effect of the Resolution

This Resolution seeks Shareholder approval pursuant to ASX Listing Rule 7.1 for the issue of the Broker Options.

A summary of ASX Listing Rule 7.1 is set out in Section 1.3 above.

If this Resolution is passed, the Company will be able to proceed with the issue of the Broker Options during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual Placement Capacity. If this Resolution is not passed, the Company will not be able to issue the Broker Options without issuing them out of its 15% annual Placement Capacity (if available). If issued in this manner, this will have the effect of reducing the Company's remaining placement capacity for 12 months following the issue of the Broker Options unless that issue is subsequently ratified by Shareholders under ASX Listing Rule 7.4.

4.3 Technical information required by ASX Listing Rule 7.1

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to this Resolution:

- (a) the Broker Options are proposed to be issued to Taylor Collison (or its nominee), which will not be a related party of the Company;
- (b) the maximum number of Broker Options to be issued is 10,000,000;
- (c) the Broker Options are exercisable at \$0.015 each on or before the date that is three years from their date of issue, and otherwise on the terms and conditions set out in Schedule 1;
- (d) the Broker Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of all of the Broker Options will occur on the same date;
- (e) the Broker Options are being issued for nil cash consideration, as they are being issued in consideration for services provided to the Company under the Underwriting Agreement;
- (f) the Broker Options are being issued for the purpose of satisfying the Company's obligations in that respect under the Underwriting Agreement. No funds will be raised from the issue of the Broker Options, as they are being issued in consideration for services provided to the Company under the Underwriting Agreement;
- (g) the Broker Options are being issued pursuant to the Underwriting Agreement, the material terms of which are summarised at Section 4.1 above.

5. Resolution 5 – Ratification of prior issue of Shares to Graham Russell’s nominee

5.1 General

On 3 December 2019, the Company entered into an executive services agreement with Graham Russell (**Executive Services Agreement**), on the following material terms:

- (a) Mr Russell was appointed as the Company’s Managing Director, commencing on 3 December 2019 (**Commencement Date**);
- (b) the Company agreed to pay or issue the following remuneration to Mr Russell:
 - (i) a salary of \$120,000 per annum (**Salary**) (plus superannuation);
 - (ii) 30,000,000 Shares at a deemed issue price of \$0.005 per Share (**Commencement Shares**) on or before the Commencement Date (subject to Mr Russell (or his nominee) entering into a voluntary escrow agreement with the Company whereby the Shares will be escrowed for a period of 12 months from the date of issue);
 - (iii) subject to Shareholder approval, a total of 50,000,000 Performance Rights vesting as follows:
 - (A) 25,000,000 Performance Rights vesting on \$2,000,000 of revenue being received by the Company during any period between the Commencement Date and 31 December 2020; and
 - (B) 25,000,000 Performance Rights vesting on \$3,000,000 of revenue being received by the Company during any period between the Commencement Date and 31 December 2020,and otherwise on such terms required to comply with the ASX Listing Rules and subject to the rules of the Company’s Performance Rights Plan;
- (c) the Company may pay to Mr Russell a performance-based bonus over and above the Salary (including long-term and short-term incentives), taking into consideration the key performance indicators of Mr Russell and the Company;
- (d) Mr Russell will not receive directors’ fees in addition to the Salary;
- (e) the Executive Services Agreement includes non-competition and restraint of trade provisions which are enforceable immediately after each of the Performance Rights issued under the Executive Services Agreement either vest or expire (whichever is earlier);
- (f) the Company may terminate the Executive Services Agreement at its discretion by giving two months’ written notice to Mr Russell, or summarily without notice in certain extenuating circumstances; and
- (g) Mr Russell may terminate the Executive Services Agreement at his discretion by giving two months’ written notice to the Company, or with immediate effect in certain extenuating circumstances,

and is otherwise on terms and conditions considered standard for an agreement of this nature.

The value of the total remuneration payable to Mr Russell is therefore as follows:

Form of Remuneration	Value
Salary	\$120,000
Superannuation	\$11,400

Commencement Shares	\$150,000
Performance Rights	\$250,000*
Total	\$531,400

* Refer to Section 7.5(g) for details regarding how this value was calculated.

The Commencement Shares were issued out of the Company's existing placement capacity on 3 December 2019.

5.2 Effect of the Resolution

This Resolution seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the issue of the Commencement Shares.

A summary of ASX Listing Rules 7.1 and 7.4 are set out in Section 1.3 above.

If Shareholders approve this Resolution, they will have ratified the issue of the Commencement Shares, and the issue of the Commencement Shares will no longer use up a portion of the Company's Placement Capacity, meaning the Company will have an increased ability to issue equity securities without seeking Shareholder approval. If Shareholders do not approve this Resolution, the issue of the Commencement Shares will continue to use up a portion of the Company's current Placement Capacity until that date that is 12 months from their date of issue, and the Company will therefore have a reduced ability to issue equity securities without seeking Shareholder approval until that time.

5.3 Technical information required by ASX Listing Rule 7.4

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to this Resolution:

- (a) the Shares were issued to Graham Russell's nominee: Russell Acquisitions Pty Ltd <Campbell House Trust>. Mr Russell was, at the time of agreement to issue the Shares, a related party of the Company by reason only of his imminent appointment as a Director (and the issue was therefore exempt from requiring Shareholder approval under ASX Listing Rule 10.11 by reason of Exception 12 under ASX Listing Rule 10.12);
- (b) 30,000,000 Shares were issued;
- (c) the Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) the Commencement Shares were issued on 3 December 2019;
- (e) the Commencement Shares were issued for nil cash consideration as part of Mr Russell's remuneration package, at a deemed issue price of \$0.005 per Share;
- (f) the purpose of the issue of the Commencement Shares was to satisfy the Company's obligation to issue the Commencement Shares under the Executive Services Agreement; and
- (g) the Commencement Shares were issued under the Executive Services Agreement, the material terms of which are set out in Section 5.1 above.

6. Resolution 6 – Ratification of prior issue of Shares to Essence APAC's nominee

6.1 General

As announced on 15 July 2019, the Company and its subsidiary, Home Service Solutions Pty Ltd (**HSS**) are party to an exclusive licence agreement (**Licence Agreement**) with Automation Australia Pty Ltd (trading as Essence APAC) (**Essence APAC**). On 3 December 2019 (and as announced on that date),

the Company and HSS entered into a Deed of Amendment and Restatement with Essence APAC (**Deed of Amendment**). The material terms are as follows:

- (a) In consideration of the appointment as exclusive licensee, the Company issued Essence APAC 50,000,000 Shares (**Consideration Shares**) on 3 December 2019 subject to Essence APAC (or its nominee/s) entering into a voluntary escrow agreement with the Company whereby the Consideration Shares were escrowed for a period of 12-months from 3 December 2019. As such, no monthly licence fee is payable to Essence APAC (previously a fee of 4% of gross revenue received from the sales of Essence APAC solutions was payable to Essence APAC, as well as an agreed percentage of gross invoiced sales of comparable products if the Company were to use devices other than the Essence APAC solutions during the term).
- (b) The Company will continue to be appointed as the licensee and exclusive reseller of Essence APAC solutions in Australia, Singapore and New Zealand (**Territory**) with effect from 10 July 2019.
- (c) The initial term of the Licence Agreement is 3 years. The term may be expanded by further periods of 12 months on written notice by the Company not less than 6 months before the expiry of the term.
- (d) Essence APAC must provide agreed ongoing support services to the Company for no fee.
- (e) The Company must continue to supply Essence APAC solutions, training and technology support to all current Essence APAC customers including the additional clients, resellers and partners.
- (f) No options are to be issued to Essence APAC (previously it was agreed to issue a total of 36,000,000 options exercisable at various prices subject to the achievement of certain revenue milestones).
- (g) The Licence Agreement may only be terminated:
 - (i) by either party for cause; or
 - (ii) by the Company without cause or reason by giving Essence APAC 90 days' notice in writing.
- (h) In order to maintain exclusivity in the Territory in respect of the appointment as a reseller of the Essence APAC products, the Company must purchase a minimum value of USD1,000,000 annually of hardware products from Essence APAC during the term.
- (i) During the term, the Company has a first right of refusal to acquire Essence APAC in the event of a reconstruction transaction, other than in relation to a change in holding between existing Essence APAC management team and principals.
- (j) The Licence Agreement provides for confidentiality, representations and warranties, noncompete and indemnities provisions typical for an agreement of this nature.

The Company issued the Consideration Shares out of its existing placement capacity on 3 December 2019.

6.2 Effect of the Resolution

This Resolution seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the issue of the Consideration Shares.

A summary of ASX Listing Rules 7.1 and 7.4 are set out in Section 1.3 above.

If Shareholders approve this Resolution, they will have ratified the issue of the Consideration Shares, and the issue of the Consideration Shares will no longer use up a portion of the Company's Placement Capacity, meaning the Company will have an increased ability to issue equity securities without seeking Shareholder approval. If Shareholders do not approve this Resolution, the issue of the Consideration Shares will continue to use up a portion of the Company's current Placement Capacity until that date that is 12 months from their date of issue, and the Company will therefore have a reduced ability to issue equity securities without seeking Shareholder approval until that time.

6.3 Technical information required by ASX Listing Rule 7.4

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to this Resolution:

- (a) the Shares were issued to Essence APAC's nominee: Russell Acquisitions Pty Ltd <Campbell House Trust>. Essence APAC is an entity controlled by Graham Russell (a director of the Company). At the time of the agreement to issue the Consideration Shares, Essence APAC was a related party of the Company by reason only of Graham Russell's imminent appointment as a Director (and the issue was therefore exempt from requiring Shareholder approval under ASX Listing Rule 10.11 by reason of Exception 12 under ASX Listing Rule 10.12);
- (b) 50,000,000 Shares were issued;
- (c) the Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) the Consideration Shares were issued on 3 December 2019;
- (e) the Consideration Shares were issued as consideration under the Deed of Amendment;
- (f) the purpose of the issue of the Consideration Shares was to satisfy the Company's obligation to issue the Consideration Shares under the Deed of Amendment; and
- (g) the Consideration Shares were issued under the Deed of Amendment, the material terms of which are set out in Section 6.1 above.

7. Resolution 7 – Approval to issue Performance Rights to Graham Russell

7.1 General

As detailed in section 5.1 above, the Company has agreed under the Executive Services Agreement, subject to Shareholder approval, to issue to Mr Graham Russell a total of 50,000,000 Performance Rights (**Director Performance Rights**) vesting as follows:

- (a) 25,000,000 Performance Rights vesting on \$2,000,000 of revenue being received by the Company during any period between the Commencement Date and 31 December 2020; and
- (b) 25,000,000 Performance Rights vesting on \$3,000,000 of revenue being received by the Company during any period between the Commencement Date and 31 December 2020,

(together, the **Vesting Conditions**) and otherwise on such terms required to comply with the ASX Listing Rules and subject to the rules of the Company's Performance Rights Plan (**Plan**).

The Director Performance Rights are to be issued under the Plan, which was adopted at the Company's General Meeting held on 23 August 2018. This Resolution seeks Shareholder approval pursuant to ASX Listing Rule 10.14 to issue the Director Performance Rights to Mr Graham Russell.

7.2 Chapter 2E of the Corporations Act

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

- (a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The issue of Shares constitutes giving a financial benefit, and Mr Graham is a related party of the Company by virtue of being a Director.

The Directors (other than Mr Russell, who has a material personal interest in the Resolution) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Director Performance Rights because the agreement to issue the Performance Rights to Mr Russell under the Plan is considered reasonable in the circumstances, and was negotiated on an arm's length basis.

7.3 ASX Listing Rule 10.14

ASX Listing Rule 10.14 requires shareholder approval to be obtained for an entity to permit the acquisition of equity securities under an employee incentive scheme by a director of the entity, an associate of a director of the entity, or a person whose relationship with the entity, director or associate of a director is, in ASX's opinion, such that approval should be obtained.

As the issue of the Director Performance Rights to Mr Russell involves the issue of equity securities under an employee incentive scheme to a Director, Shareholder approval pursuant to ASX Listing Rule 10.14 is required unless an exception applies. It is the view of the Directors that the exceptions set out in ASX Listing Rule 10.16 do not apply to the current circumstances.

7.4 Effect of the Resolution

If this Resolution is passed, the Company will be able to proceed with the issue of the Director Performance Rights to Mr Graham (or his nominee/s) in accordance with the Executive Services Agreement. If this Resolution is not passed, the Company will not be able to issue the Director Performance Rights to Mr Graham (or his nominee/s) and may consider alternative forms of remuneration for Mr Graham in lieu of such issue.

7.5 Technical Information Required by ASX Listing Rule 10.14

Pursuant to and in accordance with ASX Listing Rule 10.15, the following information is provided in relation to this Resolution:

- (a) the Director Performance Rights are proposed to be issued to Mr Graham Russell (or his nominee/s), a Director of the Company;
- (b) the maximum number of Performance Rights to be issued to Mr Russell (or his nominee/s) is 50,000,000;
- (c) Mr Russell's current remuneration package is set out in Section 5.1(b);
- (d) Mr Russell has not previously received an issue of securities under the Plan;
- (e) the Director Performance Rights will be issued on the terms and conditions set out in Schedule 2, and otherwise in accordance with the Plan, a summary of which is set out in

Schedule 3;

- (f) the Company has chosen to issue Performance Rights as part of Mr Russell's remuneration package in order to provide a performance linked incentive component, and to motivate and reward his performance in the achievement of the Vesting Conditions within the relevant time periods. This is also considered a cost-effective remuneration practice, and is considered reasonable given the Vesting Conditions will align the interests of Mr Russell with those of Shareholders;
- (g) as the performance rights have a Nil exercise price and do not have market conditions attached to them the undiscounted value of each Director Performance Right will be the value of an HSC share. This is assuming there is a 100% probability of the vesting conditions being achieved. The current market price of an HSC share as at 3 December 2019 is \$0.005 per share. As a result, the total value attributed to the Director Performance Rights would equate to \$250,000;
- (h) the Company will issue the Director Performance Rights to Mr Russell under the Plan within 3 years of the date of the Meeting, and it is anticipated that the Director Performance Rights will be issued on the same date;
- (i) the Performance Rights will be issued for nil cash consideration, as they are being issued as part of Mr Russell's remuneration package;
- (j) the Company will not make a loan to Mr Russell in connection with the issue of the Performance Rights;
- (k) the Company advises that:
 - (i) details of any securities issued under the Plan will be published in the Company's Annual Report relating to the period in which they were issued, along with a statement that the approval for the issue was obtained under ASX Listing Rule 10.14; and
 - (ii) any additional persons covered by ASX Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after this Resolution is approved, and who were not named in this Notice of Meeting will not participate until approval is obtained under that ASX Listing Rule.

8. Resolution 8 – Approval to issue Options to Contractor

8.1 General

On 15 February 2019, the Company entered into a brand ambassador agreement with Mr Sam Kekovich (**Ambassador Agreement**), pursuant to which Mr Kekovich agreed to provide business promotion services to the Company.

The material terms of the Ambassador Agreement are as follows:

- (a) Mr Kekovich agreed to provide certain business promotion services for not less than 2 days per month;
- (b) the Ambassador Agreement was for an initial term of 24 months, unless otherwise terminated (noting that the agreement was terminated by the Company in September 2019);
- (c) during the term of the Ambassador Agreement, the Company agreed to pay to Mr Kekovich a fee of \$2,500 per month;

- (d) subject to obtaining Shareholder approval, the Company agreed to issue to Mr Kekovich 2,000,000 Options exercisable at \$0.05 each on or before that date that is 24 months from the date of issue (**Contractor Options**);
- (e) the Ambassador Agreement provided for the issue of an additional 4,000,000 Options to Mr Kekovich, however, due to it having since been terminated by the Company, these Options are incapable of vesting and will therefore not be issued; and

8.2 Effect of the Resolution

This Resolution seeks Shareholder approval pursuant to ASX Listing Rule 7.1 for the issue of the Contractor Options.

A summary of ASX Listing Rule 7.1 is set out in Section 1.3 above.

If this Resolution is passed, the Company will be able to proceed with the issue of the Contractor Options during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual Placement Capacity. If this Resolution is not passed, the Company will not proceed with the issue of the Contractor Options.

8.3 Technical information required by ASX Listing Rule 7.1

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to this Resolution:

- (a) the Contractor Options are proposed to be issued to Mr Sam Kekovich (or his nominee), who is not a related party of the Company;
- (b) the maximum number of Contractor Options to be issued is 2,000,000;
- (c) the Contractor Options are exercisable at \$0.05 each on or before the date that is 24 months from their date of issue, and otherwise on the terms and conditions set out in Schedule 4;
- (d) the Contractor Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of all of the Contractor Options will occur on the same date;
- (e) the Contractor Options are being issued for nil cash consideration, as they are being issued in consideration for services provided to the Company under the Ambassador Agreement;
- (f) the Contractor Options are being issued for the purpose of satisfying the Company's obligations in that respect under the Ambassador Agreement. No funds will be raised from the issue of the Contractor Options, as they are being issued in consideration for services provided to the Company under the Ambassador Agreement;
- (g) the Contractor Options are being issued pursuant to the Ambassador Agreement, the material terms of which are summarised at Section 8.1 above.

9. Resolution 9 – Approval to issue Shares in lieu of fees – Sara Kelly

9.1 General

As at the date of this Notice of Meeting, the Company owes to its Director, Sara Kelly, \$60,000 in fees accumulated for services provided outside of the scope of her role as a non-executive Director (the **Outstanding Fees**).

The Company has agreed, subject to obtaining Shareholder approval, to issue 12,000,000 Shares to Ms Kelly (or her nominee/s), in lieu of payment of the Outstanding Fees by the Company, on the terms and conditions set out below.

9.2 Chapter 2E of the Corporations Act

A summary of Chapter 2E of the Corporations Act is set out at Section 7.2 above.

The issue of Shares constitutes giving a financial benefit, and Ms Kelly is a related party of the Company by virtue of being a Director.

The Directors (other than Ms Kelly, who has a material personal interest in the matter) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Shares the subject of this Resolution because the Shares are being issued at a deemed issue price which is equal to that under the recently completed Placement, Facility and Entitlement Issue, and are being issued in lieu of fees which are owing to Ms Kelly for services provided to the Company whereby for the period between September 2019 and January 2020, Ms Kelly has/is performing her services as a Director at an executive level, rather than as a non-executive, and the fee of \$60,000 would be considered reasonable remuneration in that respect.

9.3 ASX Listing Rule 10.11

ASX Listing Rule 10.11 provides that unless one of the exceptions in ASX Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

- (a) a related party;
- (b) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the company;
- (c) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;
- (d) an associate of a person referred to in (a) to (c) above; or
- (e) a person whose relationship with the company or a person referred to in (a) to (d) above is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the approval of its shareholders.

The issue of the Shares the subject of this Resolution falls within ASX Listing Rule 10.11.1 (as set out in (a) above) and does not fall within any of the exceptions in ASX Listing Rule 10.12. It therefore requires the approval of the Company's Shareholders under ASX Listing Rule 10.11.

This Resolution seeks the required Shareholder approval for the issue of 12,000,000 Shares to Ms Kelly (or her nominee/s) in lieu of payment of the Outstanding Fees, under and for the purposes of Listing Rule 10.11. If this Resolution is passed, the Company will be able to proceed with the issue of the Shares the subject of this Resolution, and will have satisfied its obligation to pay Ms Kelly the Outstanding Fees. If this Resolution is not passed, the Company will not be able to proceed with the issue of the Shares the subject of this Resolution and will instead be required to pay Ms Kelly the Outstanding Fees within 5 business days of this Meeting being held.

9.4 Technical Information required by ASX Listing Rule 10.11

Pursuant to and in accordance with ASX Listing Rule 10.13, the following information is provided in relation to this Resolution:

- (a) the Shares will be issued to Sara Kelly (or her nominee/s);
- (b) Ms Kelly is a related party of the Company by virtue of being a Director;
- (c) the number of Shares to be issued is 12,000,000;
- (d) the Shares proposed to be issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (e) the Shares will be issued no later than 1 month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of all of the Shares will occur on the same date;
- (f) the Shares will be issued at a deemed issue price of \$0.005 per Share, in lieu of an amount of \$60,000 in Outstanding Fees owed to Ms Kelly;
- (g) the Shares are being issued for the purpose of satisfying the Company's obligation to pay Ms Kelly the Outstanding Fees;
- (h) the Shares are being issued in lieu of payment the Outstanding Fees owed, and therefore, no funds will be raised;
- (i) Ms Kelly's total current remuneration package is comprised of a salary of \$48,000 per annum (plus GST) in Director fees;
- (j) the Shares are not being issued under an agreement.

Approval pursuant to ASX Listing Rule 7.1 is not required for the issue of the Shares as approval is being obtained under ASX Listing Rule 10.11. Accordingly, the issue of Shares to Ms Kelly (or her nominee) will not be included in the use of the Company's 15% annual placement capacity pursuant to ASX Listing Rule 7.1

10. Resolution 10 – Amendment to Constitution

10.1 General

This Resolution is a special resolution proposing amendments to the Constitution in the manner set out below. A special resolution is one of which notice must be given in accordance with section 249L(1)(c) of the Corporations Act (which requires the setting out of the intention to propose a special resolution, and a statement of the resolution) and which has to be passed by at least 75% of the votes cast by members entitled to vote on the resolution.

10.2 Reason for the proposed amendments

On 1 December 2019, ASX implemented a number of rule changes to make aspects of the listing process and ongoing compliance with the listing rules more efficient for issuers and for ASX.

These changes included the introduction of a two-tier escrow regime where ASX can (and will) require certain more significant holders of restricted securities and their controllers to execute a formal escrow agreement in the form of Appendix 9A, as is currently the case. However, for less significant holdings, ASX will instead permit entities to rely on a provision in their constitution imposing appropriate escrow restrictions on the holder of restricted securities and to simply give a notice to the holder of restricted securities in the form of a new Appendix 9C advising them of those restrictions.

As a result of the above changes, a company now cannot issue restricted securities unless the constitution is amended to include the wording below. Given the Company is already admitted to the official list of ASX, the circumstances in which the Company may issue restricted securities is

limited, and would most likely relate to transactions requiring approval under ASX Listing Rule 10.1 or if the Company was required to re-comply with Chapters 1 and 2 of the ASX Listing Rules because of the application of ASX Listing Rule 11.1.3 (i.e. a significant change to the Company's nature or scale of activities).

10.3 Proposed amendments to the Constitution

It is proposed that clause 2.12 of the Constitution be amended to read as follows:

2.12 Restricted Securities

The Company shall comply in all respects with the requirements of the Listing Rules with respect to Restricted Securities. Without limiting the generality of the above:

- (a) *a holder of Restricted Securities must not Dispose of, or agree or offer to Dispose of, the securities during the escrow period applicable to those securities except as permitted by the Listing Rules or ASX;*
- (b) *if the Restricted Securities are in the same class as quoted securities, the holder will be taken to have agreed in writing that the Restricted Securities are to be kept on the Company's issuer sponsored subregister and are to have a Holding Lock applied for the duration of the escrow period applicable to those securities;*
- (c) *the Company will refuse to acknowledge any Disposal (including, without limitation, to register any transfer) of Restricted Securities during the escrow period applicable to those securities except as permitted by the Listing Rules or the ASX;*
- (d) *a holder of Restricted Securities will not be entitled to participate in any return of capital on those securities during the escrow period applicable to those securities except as permitted by the Listing Rules or ASX; and*
- (e) *if a holder of Restricted Securities breaches a restriction deed or a provision of this Constitution restricting a Disposal of those securities, the holder will not be entitled to any dividend or distribution, or to exercise any voting rights, in respect of those securities for so long as the breach continues.*

In addition, definitions of 'Holding Lock', 'Dispose' and 'Disposal' will be added to Section 1 of the Constitution.

To assist Shareholders, a marked-up version of the Constitution showing the proposed amendments will be available on the Company's website at: <https://homestay.care/>. Shareholders are invited to contact the Company if they have any queries or concerns.

10.4 Effect of the Resolution

If this Resolution is passed, the Company's Constitution will be amended in the manner set out in Section 10.3, and the Company will have the ability to issue restricted securities in compliance with the ASX Listing Rules. If this Resolution is not passed, the Company's Constitution will not be amended, and the Company will not be able to issue restricted securities until such time as Shareholders do approve such amendments to the Constitution.

10.5 Board recommendation

The Board unanimously recommend that Shareholders approve the amendments to the Constitution and vote in favour of this Resolution.

Glossary

\$ means Australian dollars.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

ASX Listing Rules means the Listing Rules of ASX.

Board means the current board of directors of the Company.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Broker Options means 10,000,000 Options exercisable at \$0.015 each, on or before that date that is three years from the date of issue and otherwise on the terms and conditions set out in Schedule 1.

Chair means the chair of the Meeting.

Closely Related Party of a member of the Key Management Personnel means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependent of the member or the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- (e) a company the member controls; or
- (f) a person prescribed by the Corporations Regulations 2001 (Cth) for the purposes of the definition of closely related party' in the Corporations Act.

Company means Homestay Care Limited (ACN 111 823 762).

Constitution means the constitution of the Company.

Contractor Options means 2,000,000 Options exercisable at \$0.05 each, on or before the date that is 24 months from the date of issue and otherwise on the terms and conditions set out in Schedule 4.

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

Directors means the current directors of the Company.

Entitlement Issue means the fully underwritten, non-renounceable entitlement issue of three Shares for every four Shares held, at an issue price of \$0.005 per Share to raise up to approximately \$3,000,000 (before costs), completed by the Company on 1 November 2019.

Essence APAC means Automation Australia Pty Ltd (ABN 13 166 294 908) trading as Essence APAC.

Explanatory Statement means the explanatory statement accompanying the Notice.

Facility means the converting loan facility detailed in Section 2.1.

Key Management Personnel has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning,

directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

Meeting means the meeting convened by the Notice.

Notice or **Notice of Meeting** means this notice of meeting including the Explanatory Statement and the Proxy Form.

Option means an option to acquire a Share.

Performance Rights means performance rights in the Company.

Placement means the placement undertaken by the Company of 104,249,894 Shares at an issue price of \$0.005 per Share to raise \$521,249, as detailed in Section 1.1.

Placement Shares means 104,249,894 Shares being issued under the Placement, as detailed in Section 1.1.

Proxy Form means the proxy form accompanying the Notice.

Resolutions means the resolutions set out in the Notice, or any one of them, as the context requires.

Section means a section of the Explanatory Statement.

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

Shareholder means a registered holder of a Share.

Taylor Collison means Taylor Collison Limited.

WST means Western Standard Time as observed in Perth, Western Australia.

Schedule 1 – Terms and Conditions of Broker Options

(a) **Entitlement**

Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) **Exercise Price**

Subject to paragraph (i), the amount payable upon exercise of each Option will be \$0.015 (**Exercise Price**).

(c) **Expiry Date**

Each Option will expire at 5:00 pm (WST) on or before that date that is three (3) years from the date of issue (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

The Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(e) **Notice of Exercise**

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) **Exercise Date**

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(g) **Timing of issue of Shares on exercise**

Following the Exercise Date and within the time period specified by the ASX Listing Rules, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under (g)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) **Shares issued on exercise**

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

(i) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of a holder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(j) **Participation in new issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.

(k) **Change in exercise price or number of underlying securities**

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

(l) **Transferability**

The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

Schedule 2 – Terms and Conditions of Director Performance Rights

The terms and conditions of the Director Performance Rights are as follows:

(a) **Grant Price**

Each Performance Right will be granted by the Company for nil cash consideration.

(b) **Vesting Conditions:** The Performance Rights will vest as follows:

- (i) 25,000,000 Performance Rights vest on \$2,000,000 of revenue being received by the Company during any period between 3 December 2019 and 31 December 2020; and
- (ii) 25,000,000 Performance Rights vest on \$3,000,000 of revenue being received by the Company during any period between 3 December 2019 and 31 December 2020,

(each a **Vesting Condition**).

(c) **(Vesting):**

- (i) Subject to section (d)(ii) below, upon the Company providing written notice (**Vesting Notice**) to the holder that the Company has satisfied the relevant Vesting Condition the Performance Rights to which that Vesting Condition applied immediately vest and become exercisable by the holder into Shares (**Conversion Shares**) on a one for one basis.
- (ii) The Company must provide a Vesting Notice to the holder within 10 days of a Vesting Condition being satisfied.

(d) **(Exercise of Performance Rights):**

- (i) In order to exercise vested Performance Rights into Conversion Shares following receipt of a Vesting Notice, the holder must provide written notice (**Exercise Notice**) to the Company of its election to exercise the vested Performance Rights into Conversion Shares.
- (ii) Despite any other provision, the exercise of any Performance Rights is subject to the Company obtaining any required shareholder or regulatory approval for the purpose of issuing the Conversion Shares. If exercise of all or part of the Performance Rights would result in any person being in contravention of section 606(1) of the Corporations Act 2001 (Cth) (**Corporations Act**) then the exercise of each Performance Right that would cause the contravention will be deferred until such time or times that the exercise would not at a later date result in a contravention of section 606(1) of the Corporations Act. The holder must give prior written notice to the Company if it considers that the exercise of all or part of its Performance Rights may result in the contravention of section 606(1) of the Corporations Act, failing which the Company will be entitled to assume that the exercise of the Performance Rights under these terms and conditions will not result in any person being in contravention of section 606(1) of the Corporations Act.

(e) **(Timing of Issue of Shares on Conversion):** Within 10 Business Days after the date that the Performance Rights are converted, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Conversion Shares does not require disclosure to investors; and

- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Conversion Shares issued pursuant to the conversion of the Performance Rights.

If a notice delivered under (e)(ii) for any reason is not effective to ensure that an offer for sale of the Conversion Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Conversion Shares does not require disclosure to investors.

- (f) **(Expiry):** A Performance Right will automatically lapse upon the earlier of:
 - (i) the date that is 5 years from the date of issue of the Performance Right;
 - (ii) an unauthorised dealing in, or hedging of, the Performance Right occurring, as governed by the Company's Performance Rights Plan (**Plan**);
 - (iii) a Vesting Condition not being satisfied by the due date, or becoming incapable of satisfaction, as determined by the Board in its absolute discretion, unless the Board exercises its discretion to vest the Performance Right in accordance with the Plan;
 - (iv) a vested Performance Right not being exercised within 1 month of the Director ceasing to be an eligible participant;
 - (v) the holder ceasing to be an 'Eligible Participant' under the Plan, unless the Board exercises its discretion to vest the Performance Right in accordance with the Plan;
 - (vi) the Board deeming that a Performance Right lapses due to fraud, dishonesty or other improper behaviour of the Holder in accordance with the Plan; or
 - (vii) the Company undergoing a change of control (as defined in the Plan) or a winding up resolution or order is made, where the Board does not exercise its discretion to vest the Performance Right in accordance with the Plan.
- (g) **(Share Ranking):** Each Conversion Share will rank equally with a fully paid ordinary share in the capital of the Company.
- (h) **(Quotation):** The Performance Rights will not be quoted on any securities exchange and the Company will not make an application for quotation in respect of them.
- (i) **(General Meetings):** The Performance Rights confer on the holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders. Holders of Performance Rights have the right to attend general meetings of Shareholders.
- (j) **(No Voting or Dividend Rights):** The Performance Rights do not carry any voting rights in the Company. The Performance Rights do not entitle the holder to any dividends.
- (k) **(Rights on Winding Up):** The Performance Rights do not confer any right to participate in the surplus profits or assets of the Company upon winding up of the Company. The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (l) **(No Participation Rights):** The Performance Rights do not confer the right to participate in new issues of securities such as entitlement issues and bonus issues.
- (m) **(Reorganisation of Capital):** If at any time the issued capital of the Company is reorganised, all rights

of a holder will be changed to the extent necessary to comply with the applicable ASX Listing Rules at the time of reorganisation.

- (n) **(Not Transferable)**: The Performance Rights are not transferable.
- (o) **(Compliance with Corporations Act, Listing Rules and Constitution)**
 - (i) Despite anything else contained in these terms and conditions, or the Plan, if the Corporations Act, Listing Rules or Constitution prohibits an act being done, that act must not be done.
 - (ii) Nothing contained in these terms and conditions or the Plan prevents an act being done that the Corporations Act, Listing Rules or Constitution require to be done.
 - (iii) If the Corporations Act, Listing Rules or Constitution conflict with these terms and conditions, or these terms and conditions do not comply with the Corporations Act, Listing Rules or the Constitution, the holder authorises the Company to do anything necessary to rectify such conflict or non-compliance, including but not limited to unilaterally amending these terms and conditions.
 - (iv) The terms of the Performance Rights may be amended as necessary by the directors of the Company in order to comply with the Listing Rules, or any directions of ASX regarding the terms.
- (p) **(No other rights)**: The Performance Rights give the holder no rights other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms and conditions.

Schedule 3 Terms and Conditions of the Performance Rights Plan

The key terms of the Plan are as follows:

- (a) The Board may, from time to time, in its absolute discretion, make a written offer to any of the following:
 - (i) a Director (whether executive or non-executive) of the Company or any of its associated bodies corporate (**Group Company**);
 - (ii) a full or part time employee of any Group Company;
 - (iii) a casual employee or contractor of a Group Company to the extent permitted by ASIC Class Order 14/1000; or
 - (iv) a prospective participant, being a person to whom the Offer is made but who can only accept the Offer if an arrangement has been entered into that will result in the person becoming an Eligible Participant under clauses (a), (b) or (c) above,

(Eligible Participants).
- (b) Under the Plan the Board may grant Performance Rights to Eligible Participants with effect from the date determined by the Board, upon the terms set out in the Plan and upon such additional terms and vesting conditions as the Board determines.
- (c) The Board will advise each Eligible Participant of the following minimum information regarding the Performance Rights:
 - (i) the maximum number of Performance Rights that the Eligible Participant may apply for, or the formula for determining the number of Performance Rights that may be applied for;
 - (ii) the maximum number of Shares that the Eligible Participant is entitled to be issued on the exercise of each Performance Right or the formula for determining the maximum number of Shares;
 - (iii) any applicable vesting conditions;
 - (iv) when unvested Performance Rights will expire (**Expiry Date**);
 - (v) the date by which an offer must be accepted (**Closing Date**); and
 - (vi) any other information required by law or the ASX Listing Rules or considered by the Board to be relevant to the Performance Rights or the Shares to be issued on exercise of the Performance Rights.
- (d) Performance Rights will not be quoted on the ASX, except to the extent provided for by the Plan or unless the Offer provides otherwise.
- (e) Subject to section (h) below, a Performance Right granted under the Plan will not vest and be exercisable unless the vesting conditions (if any) have been satisfied and the Board has notified the Eligible Participant of that fact.
- (f) The Board must notify an Eligible Participant in writing within 10 Business Days of becoming aware that any vesting conditions attaching to a Performance Right have been satisfied.

- (g) Subject to the Corporations Act, the ASX Listing Rules and the Plan, the Company must issue to the participant or his or her personal representative (as the case may be) the number of Shares the participant is entitled to be issued in respect of vested Performance Rights that are exercised, within 10 business days of the Performance Rights being exercised.
- (h) A Performance Right will lapse upon the earlier to occur of:
- (i) an unauthorised dealing in, or hedging of, the Performance Right occurring, as governed by the Plan;
 - (ii) a vesting condition in relation to the Performance Right is not satisfied by the due date, or becomes incapable of satisfaction, as determined by the Board in its absolute discretion, unless the Board exercises its discretion to vest the Performance Right in accordance with the Plan;
 - (iii) a vested Performance Right is not exercised within the time limit specified in the Plan;
 - (iv) an Eligible Participant (or, where the participant is a nominee of the Eligible Participant, that Eligible Participant) ceases to be an Eligible Participant, unless the Board exercises its discretion to vest the Performance Right in accordance with the Plan;
 - (v) the Board deems that a Performance Right lapses due to fraud, dishonesty or other improper behaviour of the holder/Eligible Participant in accordance with the Plan;
 - (vi) the Company undergoes a change of control or a winding up resolution or order is made, and the Board does not exercise its discretion to vest the Performance Right in accordance with the Plan; and
 - (vii) the Expiry Date of the Performance Right.
- (i) The Board may, in its absolute discretion, by written notice to a participant, resolve to waive any of the vesting conditions applying to the Performance Rights due to:
- (i) an Eligible Participant or, where the participant is a nominee of an Eligible Participant, that Eligible Participant, ceasing to be an Eligible Participant as a result of:
 - (A) death or total or permanent disability; or
 - (B) retirement or redundancy; or
 - (ii) an Eligible Participant or, where the participant is a nominee of an Eligible Participant, that Eligible Participant, suffering severe financial hardship;
 - (iii) any other circumstance stated in the terms of the relevant Offer made to and accepted by the participant;
 - (iv) a change of control occurring; or
 - (v) the Company passing a resolution for voluntary winding up, or an order is made for the compulsory winding up of the Company,

in which case, a participant (or their personal legal representative where applicable) may exercise any vested Performance Right at any time within one month of the Board notifies that the Performance Right has vested, failing which the Performance Right will lapse, by a signed written notice to the Board specifying the Performance Rights being exercised and providing the certificate for those Performance Rights.

Schedule 4 Terms and Conditions of Contractor Options

(a) **Entitlement**

Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) **Exercise Price**

Subject to paragraph (i), the amount payable upon exercise of each Option will be \$0.05 (**Exercise Price**).

(c) **Expiry Date**

Each Option will expire at 5:00 pm (WST) on or before that date that is 24 months from the date of issue (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

The Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(e) **Notice of Exercise**

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) **Exercise Date**

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(g) **Timing of issue of Shares on exercise**

Following the Exercise Date and within the time period specified by the ASX Listing Rules, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under (g)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) **Shares issued on exercise**

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

(i) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of a holder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(j) **Participation in new issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.

(k) **Change in exercise price or number of underlying securities**

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

(l) **Transferability**

The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

If you are attending the meeting in person, please bring this with you for Securityholder registration.

Holder Number:

Vote by Proxy: HSC

Your proxy voting instruction must be received by **11.00am (WST) on Sunday, 12 January 2020**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY VOTE ONLINE

Vote online at <https://investor.automic.com.au/#/loginsah>

Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting form.

- ✓ **Save Money:** help minimise unnecessary print and mail costs for the Company.
- ✓ **It's Quick and Secure:** provides you with greater privacy, eliminates any postal delays and the risk of potentially getting lost in transit.
- ✓ **Receive Vote Confirmation:** instant confirmation that your vote has been processed. It also allows you to amend your vote if required.



SUBMIT YOUR PROXY VOTE BY PAPER

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

VOTING UNDER STEP 1 - APPOINTING A PROXY

If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chairman of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of KMP

VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided

Individual: Where the holding is in one name, the Shareholder must sign.

Joint holding: Where the holding is in more than one name, all of the Shareholders 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 Proxy Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automic.com.au>.





ATTENDING THE MEETING

Completion of a Proxy Voting Form will not prevent individual Shareholders from attending the Meeting in person if they wish. Where a Shareholder completes and lodges a valid Proxy Voting Form and attends the Meeting in person, then the proxy's authority to speak and vote for that Shareholder is suspended while the Shareholder is present at the Meeting.

POWER OF ATTORNEY

If a representative as power of attorney of a Shareholder of the Company is to attend the Meeting, a certified copy of the Power of Attorney, or the original Power of Attorney, must be received by the Company in the same manner, and by the same time as outlined for proxy forms.



Contact	Return your completed form		All enquiries to Automic	
	 BY MAIL Automic GPO Box 5193 Sydney NSW 2001	 IN PERSON Automic Level 5, 126 Phillip Street Sydney NSW 2000	 BY EMAIL meetings@automicgroup.com.au	 WEBCHAT https://automic.com.au/

STEP 1: Appoint Your Proxy	Complete and return this form as instructed only if you do not vote online I/We being a Shareholder entitled to attend and vote at the General Meeting of Homestay Care Limited, to be held at 11.00am (WST) on Tuesday, 14 January 2020 at Consilium Corporate, Level 2, 22 Mount Street, Perth WA 6000 hereby: Appoint the Chairman of the Meeting (Chair) OR if you are not appointing the Chairman of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit and at any adjournment thereof. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	<p>The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote. Unless indicated otherwise by ticking the "for," against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention.</p> <p>AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 5, 7 & 9 (except where I/we have indicated a different voting intention below) even though Resolutions 5, 7 & 9 are connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.</p>

STEP 2: Your Voting Direction	<table border="1"> <thead> <tr> <th>Resolutions</th> <th>For</th> <th>Against</th> <th>Abstain</th> </tr> </thead> <tbody> <tr> <td>1. Ratification of prior issue of Placement Shares</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>2. Approval to issue Shares under converting loan facility</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>3. Approval to issue Shares to Broker in lieu of fees</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4. Approval to issue Options to Broker</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>5. Ratification of prior issue of Shares to Graham Russell's nominee</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	Resolutions	For	Against	Abstain	1. Ratification of prior issue of Placement Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Approval to issue Shares under converting loan facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Approval to issue Shares to Broker in lieu of fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Approval to issue Options to Broker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Ratification of prior issue of Shares to Graham Russell's nominee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<table border="1"> <thead> <tr> <th>Resolutions</th> <th>For</th> <th>Against</th> <th>Abstain</th> </tr> </thead> <tbody> <tr> <td>6. Ratification of prior issue of Shares to Essence APAC's nominee</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>7. Approval to issue Performance Rights to Graham Russell</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>8. Approval to issue Options to Contractor</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>9. Approval to issue Shares in lieu of fees – Sara Kelly</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>10. Amendment to Constitution</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	Resolutions	For	Against	Abstain	6. Ratification of prior issue of Shares to Essence APAC's nominee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Approval to issue Performance Rights to Graham Russell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Approval to issue Options to Contractor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Approval to issue Shares in lieu of fees – Sara Kelly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Amendment to Constitution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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STEP 3: Sign Here + Contact Details	SIGNATURE OF SECURITYHOLDERS – THIS MUST BE COMPLETED		
	Individual or Securityholder 1 <div style="border: 1px solid black; height: 30px; width: 100%;"></div> Sole Director and Sole Company Secretary	Securityholder 2 <div style="border: 1px solid black; height: 30px; width: 100%;"></div> Director	Securityholder 3 <div style="border: 1px solid black; height: 30px; width: 100%;"></div> Director / Company Secretary
Contact Name: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
Email Address: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
Contact Daytime Telephone <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
Date (DD/MM/YY) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
By providing your email address, you elect to receive all of your communications despatched by the Company electronically (where legally permissible).			